

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 14
LEASE AMENDMENT	TO LEASE NO. LRI04549
ADDRESS OF PREMISES 1 International Way Warwick, RI 02886	PDN Number:

THIS AMENDMENT is made and entered into between VAS Realty LLC hereinafter called the Lessor,

whose address is: 137 Applegate Road, Cranston, RI 02920-3731

and the UNITED STATES OF AMERICA, hereinafter called the Government

WHEREAS, the parties hereto desire to amend the above Lease

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended as follows:

1) Extension: Section 1 of Supplemental Lease Agreement 8, dated 9/30/2009, is deleted in its entirety and replaced with:

"In accordance with Paragraph 2 of Lease LRI04549 the commencement date is established as 5/1/2009 with a corresponding termination date of 4/30/2021. The Firm Term is established as 5/1/2019 to 11/1/2020, termination rights do not apply during this period."

2) Annual Rent: Section 4 of Supplemental Lease Agreement 11, dated 6/11/2012, is deleted in its entirety and replaced with:

"The new annual rent of \$1,386,600.00, effective 5/1/2019, is further broken down as follows:

Shell Rate: (b) (4)

Operating Rate: (b) (4)

This Lease Amendment contains 2 pages.

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

Signature: (b) (6)
 Name: VITO SCOLA
 Title: CEO
 Entity Name: VAS REALTY LLC
 Date: 6-22-2019

FOR THE GOVERNMENT:

Signature: (b) (6)
 Name: MICHAEL STROBEL
 Title: Lease Contracting Officer
 GSA, Public Buildings Service
 Date: JUL 10 2019

WITNESSED FOR THE LESSOR BY:

Signature: (b) (6)
 Name: DOREAN SCOLA
 Title: Administration
 Date: June 22, 2019

3) Termination Rights: Section 3 of Lease LRI04549, dated 8/16/2007, is deleted in its entirety and replaced with:

"The Government may terminate the Lease, in whole or in part, at any time effective after the Firm Term of this Lease, by providing not less than 90 days' prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination"

INITIALS

(b) (6)

&

(b) (6)

LESSOR

GOVT

6-22-2019

LEASE NO. GS-01P-LRI00279

Global Lease
GSA FORM L100 (10/2017)

This Lease is made and entered into between

Cape Moraine, LLC

(Lessor), whose principal place of business is 26260 Devonshire Ct. Unit 101, Bonita Springs, FL 34134, and whose interest in the Property described herein is that of Fee Owner, and

The United States of America

(Government), acting by and through the designated representative of the General Services Administration (GSA), upon the terms and conditions set forth herein.

Witnesseth: The parties hereto, for the consideration hereinafter mentioned, covenant and agree as follows:

Lessor hereby leases to the Government the Premises described herein, being all or a portion of the Property located at

443 Jefferson Boulevard, Warwick, RI 02886

and more fully described in Section 1 and Exhibit A, together with rights to the use of parking and other areas as set forth herein, to be used for such purposes as determined by GSA.

LEASE TERM

To Have and To Hold the said Premises with its appurtenances for the term beginning upon acceptance of the Premises as required by this Lease and continuing for a period of

15 Years, 10 Years Firm,

subject to termination and renewal rights as may be hereinafter set forth. The commencement date of this Lease, along with any applicable termination and renewal rights, shall be more specifically set forth in a Lease Amendment upon substantial completion and acceptance of the Space by the Government.

In Witness Whereof, the parties to this Lease evidence their agreement to all terms and conditions set forth herein by their signatures below, to be effective as of the date of delivery of the fully executed Lease to the Lessor.

FO (b) (6)

Name: ROBERT P CLARK
Title: Managing Member
Entity Name: CAPE MORaine
Date: 9/4/2018

(b) (6)

Name: MICHAEL STRAEL
Title: Lease Contracting Officer
General Services Administration, Public Buildings Service
Date: OCT 24 2018

(b) (6)

Name: Christine S. Clark
Title: _____
Date: 9-4-18

The information collection requirements contained in this Solicitation/Contract, that are not required by the regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

SECTION 1	THE PREMISES, RENT, AND OTHER TERMS	1
1.01	THE PREMISES (OCT 2016)	1
1.02	EXPRESS APPURTENANT RIGHTS (SEP 2013)	1
1.03	RENT AND OTHER CONSIDERATION (OCT 2016)	1
1.04	BROKER COMMISSION AND COMMISSION CREDIT (OCT 2016)	2
1.05	TERMINATION RIGHTS (OCT 2016)	2
1.06	RENEWAL RIGHTS (OCT 2016) INTENTIONALLY DELETED	2
1.07	DOCUMENTS INCORPORATED IN THE LEASE (OCT 2016)	2
1.08	TENANT IMPROVEMENT RENTAL ADJUSTMENT (OCT 2016)	3
1.09	TENANT IMPROVEMENT FEE SCHEDULE (JUN 2012)	3
1.10	BUILDING SPECIFIC AMORTIZED CAPITAL (SEP 2012)	3
1.11	BUILDING SPECIFIC AMORTIZED CAPITAL RENTAL ADJUSTMENT (SEP 2013)	3
1.12	PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (OCT 2016)	4
1.13	REAL ESTATE TAX BASE (SEP 2013) INTENTIONALLY DELETED	4
1.14	OPERATING COST BASE (OCT 2016)	4
1.15	RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES (SEP 2013)	4
1.16	HOURLY OVERTIME HVAC RATES (OCT 2016)	4
1.17	24-HOUR HVAC REQUIREMENT (OCT 2016) INTENTIONALLY DELETED	4
1.18	BUILDING IMPROVEMENTS (MAR 2016)	4
1.19	HUBZONE SMALL BUSINESS CONCERNS ADDITIONAL PERFORMANCE REQUIREMENTS (MAR 2012) INTENTIONALLY DELETED	4
1.20	LESSOR'S DUNS NUMBER (OCT 2017)	4
SECTION 2	GENERAL TERMS, CONDITIONS, AND STANDARDS	5
2.01	DEFINITIONS AND GENERAL TERMS (OCT 2016)	5
2.02	AUTHORIZED REPRESENTATIVES (OCT 2016)	6
2.03	ALTERATIONS REQUESTED BY THE GOVERNMENT (OCT 2016)	6
2.04	WAIVER OF RESTORATION (OCT 2016)	6
2.05	PAYMENT OF BROKER (JUL 2011)	6
2.06	CHANGE OF OWNERSHIP (OCT 2016)	6
2.07	REAL ESTATE TAX ADJUSTMENT (JUN 2012)	7
2.08	ADJUSTMENT FOR VACANT PREMISES (OCT 2016)	8
2.09	OPERATING COSTS ADJUSTMENT (JUN 2012)	8
2.10	ADDITIONAL POST-AWARD FINANCIAL AND TECHNICAL DELIVERABLES (JUN 2012)	9
2.11	RELOCATION ASSISTANCE ACT (APR 2011) INTENTIONALLY DELETED	9
SECTION 3	CONSTRUCTION STANDARDS AND SHELL COMPONENTS	10
3.01	LABOR STANDARDS (OCT 2016)	10
3.02	WORK PERFORMANCE (JUN 2012)	10
3.03	ENVIRONMENTALLY PREFERABLE PRODUCT REQUIREMENTS (OCT 2016)	10
3.04	EXISTING FIT-OUT, SALVAGED, OR REUSED BUILDING MATERIAL (JUN 2012)	10
3.05	CONSTRUCTION WASTE MANAGEMENT (SEP 2015)	10
3.06	WOOD PRODUCTS (OCT 2016)	11
3.07	ADHESIVES AND SEALANTS (OCT 2016)	11
3.08	BUILDING SHELL REQUIREMENTS (OCT 2016)	11
3.09	RESPONSIBILITY OF THE LESSOR AND LESSOR'S ARCHITECT/ENGINEER (JUN 2012)	11
3.10	QUALITY AND APPEARANCE OF BUILDING (JUN 2012)	12
3.11	VESTIBULES (APR 2011)	12
3.12	MEANS OF EGRESS (MAY 2015)	12
3.13	AUTOMATIC FIRE SPRINKLER SYSTEM (SEP 2013)	12
3.14	FIRE ALARM SYSTEM (SEP 2013)	13
3.15	ENERGY INDEPENDENCE AND SECURITY ACT (MAR 2016)	13
3.16	ELEVATORS (OCT 2016)	14
3.17	BUILDING DIRECTORY (APR 2011)	14
3.18	FLAGPOLE (SEP 2013)	14
3.19	DEMOLITION (JUN 2012)	14
3.20	ACCESSIBILITY (FEB 2007)	14
3.21	CEILINGS (APR 2015)	14
3.22	EXTERIOR AND COMMON AREA DOORS AND HARDWARE (SEP 2013)	15
3.23	DOORS: IDENTIFICATION (APR 2011)	15
3.24	WINDOWS (APR 2011)	15
3.25	PARTITIONS: GENERAL (APR 2015)	15
3.26	PARTITIONS: PERMANENT (APR 2015)	15
3.27	INSULATION: THERMAL, ACOUSTIC, AND HVAC (SEP 2013)	15
3.28	WALL FINISHES – SHELL (SEP 2015)	16
3.29	PAINTING – SHELL (JUN 2012)	16
3.30	FLOORS AND FLOOR LOAD (APR 2015)	16
3.31	FLOOR COVERING AND PERIMETERS – SHELL (SEP 2013)	16
3.32	MECHANICAL, ELECTRICAL, PLUMBING: GENERAL (APR 2011)	16

(b) (6)

(b) (6)

3.33	BUILDING SYSTEMS (APR 2011)	16
3.34	ELECTRICAL (JUN 2012)	16
3.35	ADDITIONAL ELECTRICAL CONTROLS (JUN 2012) INTENTIONALLY DELETED	17
3.36	PLUMBING (JUN 2012)	17
3.37	DRINKING FOUNTAINS (OCT 2016)	17
3.38	RESTROOMS (OCT 2016)	17
3.39	PLUMBING FIXTURES: WATER CONSERVATION (OCT 2016)	17
3.40	JANITOR CLOSETS (SEP 2015)	18
3.41	HEATING, VENTILATION, AND AIR CONDITIONING - SHELL (OCT 2016)	18
3.42	TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (SEP 2015)	18
3.43	TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (JUN 2012)	18
3.44	LIGHTING: INTERIOR AND PARKING - SHELL (OCT 2016)	19
3.45	ACOUSTICAL REQUIREMENTS (JUN 2012)	19
3.46	SECURITY FOR NEW CONSTRUCTION (NOV 2005) INTENTIONALLY DELETED	20
3.47	SEISMIC SAFETY FOR NEW CONSTRUCTION (SEP 2012) INTENTIONALLY DELETED	20
3.48	FIRE PROTECTION FOR NEW CONSTRUCTION (APR 2015) INTENTIONALLY DELETED	20
3.49	GREEN BUILDING RATING CERTIFICATION FOR NEW CONSTRUCTION (OCT 2016) INTENTIONALLY DELETED	20
3.50	GREEN BUILDING RATING CERTIFICATION FOR TENANT INTERIORS (OCT 2016) INTENTIONALLY DELETED	20
3.51	INDOOR AIR QUALITY DURING CONSTRUCTION (OCT 2016)	20
3.52	SYSTEMS COMMISSIONING (APR 2011)	21
3.53	DUE DILIGENCE AND NATIONAL ENVIRONMENTAL POLICY ACT REQUIREMENTS - LEASE (SEP 2014) INTENTIONALLY DELETED	21
	NATIONAL HISTORIC PRESERVATION ACT REQUIREMENTS - LEASE (SEP 2014) INTENTIONALLY DELETED	21
3.54	DESIGN EXCELLENCE - LEASE (OCT 2016) INTENTIONALLY DELETED	21
SECTION 4 DESIGN, CONSTRUCTION, AND POST AWARD ACTIVITIES		22
4.01	SCHEDULE FOR COMPLETION OF SPACE (OCT 2016)	22
4.02	CONSTRUCTION DOCUMENTS (SEP 2012)	22
4.03	TENANT IMPROVEMENTS PRICE PROPOSAL (OCT 2016)	23
4.04	BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) PRICE PROPOSAL (SEP 2015)	23
4.05	GREEN LEASE SUBMITTALS (OCT 2016)	23
4.06	CONSTRUCTION SCHEDULE AND INITIAL CONSTRUCTION MEETING (APR 2011)	24
4.07	PROGRESS REPORTS (JUN 2012)	24
4.08	CONSTRUCTION INSPECTIONS (SEP 2015)	24
4.09	ACCESS BY THE GOVERNMENT PRIOR TO ACCEPTANCE (SEP 2013)	24
4.10	ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (SEP 2015)	24
4.11	LEASE TERM COMMENCEMENT DATE AND RENT RECONCILIATION (JUN 2012)	25
4.12	AS-BUILT DRAWINGS (JUN 2012)	25
4.13	LIQUIDATED DAMAGES (JUN 2012)	25
4.14	SEISMIC RETROFIT (SEP 2013) INTENTIONALLY DELETED	25
4.15	LESSOR'S PROJECT MANAGEMENT FEE (SEP 2013)	25
SECTION 5 TENANT IMPROVEMENT COMPONENTS		26
5.01	TENANT IMPROVEMENT REQUIREMENTS (OCT 2016)	26
5.02	TENANT IMPROVEMENT SPECIFICATIONS (SEP 2015) INTENTIONALLY DELETED	26
5.03	FINISH SELECTIONS (SEP 2015)	26
5.04	WINDOW COVERINGS (JUN 2012)	26
5.05	DOORS: SUITE ENTRY (SEP 2013)	26
5.06	DOORS: INTERIOR (SEP 2013)	26
5.07	DOORS: HARDWARE (SEP 2013)	26
5.08	DOORS: IDENTIFICATION (JUN 2012)	27
5.09	PARTITIONS: SUBDIVIDING (SEP 2015)	27
5.10	WALL FINISHES (JUN 2012)	27
5.11	PAINTING - TI (SEP 2013)	27
5.12	FLOOR COVERINGS AND PERIMETERS (APR 2015)	27
5.13	HEATING AND AIR CONDITIONING (JUN 2012)	28
5.14	ELECTRICAL: DISTRIBUTION (SEP 2015)	28
5.15	TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (JUN 2012)	28
5.16	TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (AUG 2008)	28
5.17	DATA DISTRIBUTION (JUN 2012)	28
5.18	ELECTRICAL, TELEPHONE, DATA FOR SYSTEMS FURNITURE (JUN 2012)	28
5.19	LIGHTING: INTERIOR AND PARKING - TI (SEP 2015)	29
5.20	AUTOMATIC FIRE SPRINKLER SYSTEM - TI (OCT 2016)	29
SECTION 6 UTILITIES, SERVICES, AND OBLIGATIONS DURING THE LEASE TERM		30
6.01	PROVISION OF SERVICES, ACCESS, AND NORMAL HOURS (JUN 2012)	30
6.02	UTILITIES (APR 2011)	30
6.03	UTILITIES SEPARATE FROM RENTAL/BUILDING OPERATING PLAN (AUG 2011) INTENTIONALLY DELETED	30
6.04	UTILITY CONSUMPTION REPORTING (OCT 2016)	30

6.05	HEATING AND AIR CONDITIONING (OCT 2016).....	30
6.06	OVERTIME HVAC USAGE (JUN 2012).....	30
6.07	JANITORIAL SERVICES (JUN 2012).....	31
6.08	SELECTION OF CLEANING PRODUCTS (OCT 2016).....	31
6.09	SELECTION OF PAPER PRODUCTS (APR 2015).....	31
6.10	SNOW REMOVAL (APR 2011).....	31
6.11	MAINTENANCE AND TESTING OF SYSTEMS (SEP 2013).....	32
6.12	MAINTENANCE OF PROVIDED FINISHES (OCT 2016).....	32
6.13	ASBESTOS ABATEMENT (APR 2011).....	32
6.14	ONSITE LESSOR MANAGEMENT (APR 2011).....	32
6.15	IDENTITY VERIFICATION OF PERSONNEL (OCT 2016).....	32
6.16	SCHEDULE OF PERIODIC SERVICES (JUN 2012).....	33
6.17	LANDSCAPING (OCT 2016).....	33
6.18	LANDSCAPE MAINTENANCE (APR 2011).....	33
6.19	RECYCLING (JUN 2012).....	33
6.20	RANDOLPH-SHEPPARD COMPLIANCE (SEP 2013).....	34
6.21	SAFEGUARDING AND DISSEMINATION OF SENSITIVE BUT UNCLASSIFIED (SBU) BUILDING INFORMATION (SEP 2013).....	34
6.22	INDOOR AIR QUALITY (OCT 2016).....	35
6.23	RADON IN AIR (OCT 2016).....	35
6.24	RADON IN WATER (JUN 2012).....	35
6.25	HAZARDOUS MATERIALS (SEP 2013).....	36
6.26	MOLD (OCT 2016).....	36
6.27	OCCUPANT EMERGENCY PLANS (SEP 2013).....	36
6.28	FLAG DISPLAY (OCT 2016).....	36
SECTION 7 ADDITIONAL TERMS AND CONDITIONS.....		37
7.01	SECURITY REQUIREMENTS (OCT 2016).....	37
7.02	MODIFIED LEASE PARAGRAPHS (OCT 2016).....	37

SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES (OCT 2016)

The Premises are described as follows:

A. Office and Related Space: 24,077 rentable square feet (RSF), yielding 20,579 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the 1st floor, of the Building, as depicted on the floor plan(s) attached hereto as Exhibit A.

B. Common Area Factor: The Common Area Factor (CAF), defined under Section 2 of the Lease, is established as 17 percent. This factor, rounded to the nearest whole percentage, shall be used for purposes of rental adjustments in accordance with the Payment Clause of the General Clauses.

C. INTENTIONALLY DELETED

1.02 EXPRESS APPURTENANT RIGHTS (SEP 2013)

The Government shall have the non-exclusive right to the use of Appurtenant Areas, and shall have the right to post Rules and Regulations Governing Conduct on Federal Property, Title 41, CFR, Part 102-74, Subpart C within such areas. The Government will coordinate with Lessor to ensure signage is consistent with Lessor's standards. Appurtenant to the Premises and included in the Lease are rights to use the following:

A. Parking: 34 parking spaces as depicted on the plan attached hereto as Exhibit B, reserved for the exclusive use of the Government, of which 0 shall be structured/inside parking spaces, and 34 shall be surface/outside parking spaces. In addition, the Lessor shall provide such additional parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property.

B. Antennas, Satellite Dishes, and Related Transmission Devices: (1) Space located on the roof of the Building sufficient in size for the installation and placement of telecommunications equipment, (2) the right to access the roof of the Building, and (3) use of all Building areas (e.g., chases, plenums, etc.) necessary for the use, operation, and maintenance of such telecommunications equipment at all times during the term of this Lease.

1.03 RENT AND OTHER CONSIDERATION (OCT 2016)

A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

	FIRM TERM YEARS 1- 10	NON FIRM TERM YEARS 11-15
	ANNUAL RENT	ANNUAL RENT
SHELL RENT ¹	(b) (4)	(b) (4)
OPERATING COSTS ²	(b) (4)	(b) (4)
TENANT IMPROVEMENTS RENT ³	(b) (4)	(b) (4)
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) ⁴	(b) (4)	(b) (4)
PARKING	(b) (4)	(b) (4)
TOTAL ANNUAL RENT	\$890,887.14	\$890,887.14

¹Shell rent calculation:

(Firm Term) (b) (4) per RSF multiplied by the RSF stated under Paragraph 1.01

(Non-Firm Term) (b) (4) per RSF multiplied by the RSF stated under Paragraph 1.01

²Operating Costs rent calculation: (b) (4) per RSF multiplied by the RSF stated under Paragraph 1.01

³Tenant Improvements of (b) (4) are amortized at a rate of (b) (4) percent per annum over 15 years.

⁴Building Specific Amortized Capital (BSAC) of (b) (4) are amortized at a rate of (b) (4) percent per annum over 15 years

B. In instances where the Lessor amortizes either the TI or Building Specific Amortized Capital (BSAC) for a period exceeding the Firm Term of the Lease, should the Government terminate the Lease after the Firm Term or does not otherwise renew or extend the term beyond the Firm Term, the Government shall not be liable for any costs, including unamortized costs beyond the Firm Term.

C. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed 20,579 ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517.

D. Rent is subject to adjustment based upon the final Tenant Improvement (TI) cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.

E. Rent is subject to adjustment based on the final Building Specific Amortized Capital (BSAC) cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.

F. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.

G. Rent shall be paid to Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated by the Lessor in the System for Award Management (SAM). If the payee is different from the Lessor, both payee and Lessor must be registered and active in SAM.

H. Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:

1. The leasehold interest in the Property described herein in the paragraph entitled "The Premises."
2. All costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses.
3. Performance or satisfaction of all other obligations set forth in this Lease; and all services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.

I. INTENTIONALLY DELETED

J. In accordance with the Lease negotiations, the Lessor has offered (b) (4) of free shell rent to the Government to be paid over the first month of the Lease.

1.04 BROKER COMMISSION AND COMMISSION CREDIT (OCT 2016)

(b) (4)

1.05 TERMINATION RIGHTS (OCT 2016)

The Government may terminate this Lease, in whole or in parts, at any time effective after the Firm Term of this Lease, by providing not less than 90 days' prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

1.06 RENEWAL RIGHTS (OCT 2016) INTENTIONALLY DELETED

1.07 DOCUMENTS INCORPORATED IN THE LEASE (OCT 2016)

The following documents are attached to and made part of the Lease:

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
FLOOR PLAN	1	A
PARKING PLAN	1	B
AGENCY REQUIREMENTS	2	C
SECURITY REQUIREMENTS	10	D
GSA FORM 3517B GENERAL CLAUSES	15	E
REVISIONS TO LEASE ISSUED UNDER RLP AMENDMENT NUMBERS 1 - 3	3	F

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
FLOOR PLAN	1	A
PARKING PLAN	1	B
AGENCY REQUIREMENTS	2	C
SECURITY REQUIREMENTS	10	D
GSA FORM 3517B GENERAL CLAUSES	15	E
REVISIONS TO LEASE ISSUED UNDER RLP AMENDMENT NUMBERS 1 - 3	3	F

1.08 TENANT IMPROVEMENT RENTAL ADJUSTMENT (OCT 2016)

A. The Tenant Improvement Allowance (TIA) for purposes of this Lease is (b) (4) per ABOA SF. The TIA is the amount that the Lessor shall make available for the Government to be used for TIs. This amount is amortized in the rent over the Firm Term of this Lease at an annual interest rate of (b) (4) percent.

B. The Government, at its sole discretion, shall make all decisions as to the use of the TIA. The Government may use all or part of the TIA. The Government may return to the Lessor any unused portion of the TIA in exchange for a decrease in rent according to the agreed-upon amortization rate over the Firm Term.

C. The Government may elect to make lump sum payments for any or all work covered by the TIA. That part of the TIA amortized in the rent shall be reduced accordingly. At any time after occupancy and during the Firm Term of the Lease, the Government, at its sole discretion, may elect to pay lump sum for any part or all of the remaining unpaid amortized balance of the TIA. If the Government elects to make a lump sum payment for the TIA after occupancy, the payment of the TIA by the Government will result in a decrease in the rent according to the amortization rate over the Firm Term of the Lease.

D. If it is anticipated that the Government will spend more than the identified TIA, the Government may elect to:

1. Reduce the TI requirements;
2. Pay lump sum for the overage upon substantial completion in accordance with the "Acceptance of Space and Certificate of Occupancy" paragraph;
3. Negotiate an increase in the rent.

1.09 TENANT IMPROVEMENT FEE SCHEDULE (JUN 2012)

For pricing TI costs, the following rates shall apply for the initial build-out of the Space.

	INITIAL BUILD-OUT
ARCHITECT/ENGINEER FEES (% OF TI CONSTRUCTION COSTS)	(b) (4)
LESSOR'S PROJECT MANAGEMENT FEE (% OF TI CONSTRUCTION COSTS)	(b) (4)

1.10 BUILDING SPECIFIC AMORTIZED CAPITAL (SEP 2012)

For purposes of this Lease, the Building Specific Amortized Capital (BSAC) is (b) (4) per ABOA SF. The Lessor will make the total BSAC amount available to the Government, which will use the funds for security related improvements. This amount is amortized in the rent over the Firm Term of this lease at an annual interest rate of (b) (4) percent.

1.11 BUILDING SPECIFIC AMORTIZED CAPITAL RENTAL ADJUSTMENT (SEP 2013)

A. The Government, at its sole discretion, shall make all decisions about the use of the Building Specific Amortized Capital (BSAC). The Government may use all or part of the BSAC. The Government may return to the Lessor any unused portion of the BSAC in exchange for a decrease in rent (where applicable) according to the agreed-upon amortization rate over the Firm Term.

B. The Government may elect to make lump-sum payments for any work covered by the BSAC. The part of the BSAC amortized in the rent shall be reduced accordingly. At any time after occupancy and during the Firm Term of the Lease, the Government, at its sole discretion, may elect to pay a lump sum for any part or all of the remaining unpaid amortized balance of the BSAC. If the Government elects to make a lump-sum payment for the BSAC after occupancy, the payment of the BSAC by the Government will result in a decrease in the rent according to the amortization rate over the Firm Term of the Lease.

C. If it is anticipated that the Government will spend more than the BSAC identified above, the Government may elect to:

1. Reduce the security countermeasure requirements;
2. Pay a lump sum for the amount overage upon substantial completion in accordance with the "Acceptance of Space and Certificate of Occupancy" paragraph; or

3. Negotiate an increase in the rent.

1.12 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (OCT 2016)

As of the Lease Award Date, the Government's Percentage of Occupancy, as defined in the "Real Estate Tax Adjustment" paragraph of this Lease is 56 percent. The Percentage of Occupancy is derived by dividing the total Government Space of 24,077 RSF by the total Building space of 43,286 RSF.

1.13 ~~REAL ESTATE TAX BASE (SEP 2013)~~ INTENTIONALLY DELETED

1.14 OPERATING COST BASE (OCT 2016)

The parties agree, for the purpose of applying the paragraph titled "Operating Costs Adjustment," that the Lessor's base rate for operating costs shall be (b) (4) per RSF.

1.15 RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES (SEP 2013)

In accordance with the paragraph entitled "Adjustment for Vacant Premises," if the Government fails to occupy or vacates the entire or any portion of the Premises prior to expiration of the term of the Lease, the operating costs paid by the Government as part of the rent shall be reduced by (b) (4) per ABOA SF of Space vacated by the Government.

1.16 HOURLY OVERTIME HVAC RATES (OCT 2016)

A. The following rates shall apply in the application of the paragraph titled "Overtime HVAC Usage:"

- (b) (4) per hour for the entire Space.

B. There is no overtime charge during the following weekend hours:

Saturday: 7:00 AM through 6:00 PM

Sunday: 7:00 AM through 6:00 PM.

1.17 ~~24-HOUR HVAC REQUIREMENT (OCT 2016)~~ INTENTIONALLY DELETED

1.18 BUILDING IMPROVEMENTS (MAR 2016)

Before the Government accepts the Space, the Lessor shall complete the following additional Building Improvements:

- Energy Efficient LED Lighting – All interior lighting will be replaced with new LED lighting per final Tenant requirements. All exterior lighting, including parking lot poles (5), will be replaced with new LED lighting
- Lighting Occupancy Sensors – Lighting Controls and Occupancy sensors will be installed to manage all interior spaces. Sensors will be installed where there is an unpredictable rate of occupancy, such as restrooms, janitor/mechanical/electrical closets, and breakrooms. Electrical design will also include Occupancy or automatic timed lighting controls to ensure economical distributed control either by sensor based shutoff or localized timer control for the main interior space as well as the exterior building and parking area.
- Energy Star HVAC Equipment – HVAC unit(s) compliant with the ENERGY STAR Program Requirements for Light Commercial HVAC Gas/Electric Package Unit will be installed to meet the full building demand. The package unit(s) with gas heating and electric air conditioning will replace existing unit(s). These new units may be roof or ground mounted. Proper sizing and installation of HVAC equipment is critical to achieving optimal performance and the future heating/cooling needs of the new office space, which will be sized by our licensed HVAC Engineer – The present estimated requirements are 8 – 10 Ton Cooling / 240,000Btu/Hr Heating units. A unit similar to Lennox Landmark series meeting Energy Star Eligibility criteria will be installed.
- Energy Star Hot Water Heater – A Hot Water Heater(s) compliant with the Energy Star Program Requirements and sized to meet building usage/demand will be installed. A unit similar to A.O. Smith ProMax Series meeting the Energy Star Eligibility criteria will be installed.
- Remote Access HVAC Thermostat Controls – Allows 24/7 monitoring to ensure efficient operation.
- Low Flush Toilets – New Low Flush Toilets will be installed if existing toilets cannot be retrofitted.
- Touchless Faucets – Touchless faucets will be installed on all restroom sinks, if existing sinks cannot be retrofitted with these faucets then new sinks will be installed.

1.19 ~~HUBZONE SMALL-BUSINESS CONCERNS ADDITIONAL PERFORMANCE REQUIREMENTS (MAR 2012)~~ INTENTIONALLY DELETED

1.20 LESSOR'S DUNS NUMBER (OCT 2017)

Lessor's Dun & Bradstreet DUNS Number: 605939185.

SECTION 2 GENERAL TERMS, CONDITIONS, AND STANDARDS

2.01 DEFINITIONS AND GENERAL TERMS (OCT 2016)

Unless otherwise specifically noted, all terms and conditions set forth in this Lease shall be interpreted by reference to the following definitions, standards, and formulas:

- A. Appurtenant Areas. Appurtenant Areas are defined as those areas and facilities on the Property that are not located within the Premises, but for which rights are expressly granted under this Lease, or for which rights to use are reasonably necessary or reasonably anticipated with respect to the Government's enjoyment of the Premises and express appurtenant rights.
- B. Broker. If GSA awarded this Lease using a contract real estate broker, Broker shall refer to GSA's broker.
- C. Building. Building(s) situated on the Property in which the Premises are located.
- D. Commission Credit. If GSA awarded this Lease using a Broker, and the Broker agreed to forego a percentage of its commission to which it is entitled in connection with the award of this Lease, the amount of this credit is referred to as the "Commission Credit."
- E. Common Area Factor. The "Common Area Factor" (CAF) is a conversion factor determined by the Building owner and applied by the owner to the ABOA SF to determine the RSF for the leased Space. The CAF is expressed as a percentage of the difference between the amount of rentable SF and ABOA SF, divided by the ABOA SF. For example 11,500 RSF and 10,000 ABOA SF will have a CAF of 15% [(11,500 RSF- 10,000 ABOA SF)/10,000 ABOA SF]. For the purposes of this Lease, the CAF shall be determined in accordance with the applicable ANSI/ BOMA standard for the type of space to which the CAF shall apply.
- F. Contract. "Contract" shall mean this Lease.
- G. Contractor. "Contractor" shall mean Lessor.
- H. Days. All references to "day" or "days" in this Lease shall mean calendar days, unless specified otherwise.
- I. FAR. All references to the FAR shall be understood to mean the Federal Acquisition Regulation, codified at 48 CFR Chapter 1.
- J. Firm Term/Non-Firm Term. The Firm Term is that part of the Lease term that is not subject to termination rights. The Non-Firm Term is that part of the Lease term following the end of the Firm Term.
- K. GSAR. All references to the GSAR shall be understood to mean the GSA supplement to the FAR, codified at 48 CFR Chapter 5.
- L. Lease Term Commencement Date. The date on which the lease term commences.
- M. Lease Award Date. The date the LCO executes the Lease and mails or otherwise furnishes written notification of the executed Lease to the successful Offeror (date on which the parties' obligations under the Lease begin).
- N. Premises. The Premises are defined as the total Office Area or other type of Space, together with all associated common areas, described in Section 1 of this Lease, and delineated by plan in the attached exhibit. Parking and other areas to which the Government has rights under this Lease are not included in the Premises.
- O. Property. Defined as the land and Buildings in which the Premises are located, including all Appurtenant Areas (e.g., parking areas) to which the Government is granted rights.
- P. Rentable Space or Rentable Square Feet (RSF). Rentable Space is the area for which a tenant is charged rent. It is determined by the Building owner and may vary by city or by building within the same city. The Rentable Space may include a share of Building support/common areas such as elevator lobbies, Building corridors, and floor service areas. Floor service areas typically include restrooms, janitor rooms, telephone closets, electrical closets, and mechanical rooms. The Rentable Space does not include vertical building penetrations and their enclosing walls, such as stairs, elevator shafts, and vertical ducts. Rentable Square Feet is calculated using the following formula for each type of Space (e.g., office, warehouse, etc.) included in the Premises: $ABOA\ SF\ of\ Space \times (1 + CAF) = RSF$.
- Q. Space. The Space shall refer to that part of the Premises to which the Government has exclusive use, such as Office Area, or other type of Space. Parking areas to which the Government has rights under this Lease are not included in the Space.
- R. Office Area. For the purposes of this Lease, Space shall be measured in accordance with the standard (Z65.1-1996) provided by American National Standards Institute/Building Owners and Managers Association (ANSI/BOMA) for Office Area, which means "the area where a tenant normally houses personnel and/or furniture, for which a measurement is to be computed." References to ABOA mean ANSI/BOMA Office Area.
- S. Working Days. Working Days shall mean weekdays, excluding Saturdays and Sundays and Federal holidays.

2.02 AUTHORIZED REPRESENTATIVES (OCT 2016)

Signatories to this Lease shall have full authority to bind their respective principals with regard to all matters relating to this Lease. No other persons shall be understood to have any authority to bind their respective principals, except to the extent that such authority may be explicitly delegated by notice to the other party, or to the extent that such authority is transferred by succession of interest. The Government shall have the right to substitute its Lease Contracting Officer (LCO) by notice, without an express delegation by the prior LCO.

2.03 ALTERATIONS REQUESTED BY THE GOVERNMENT (OCT 2016)

A. The Government may request the Lessor to provide alterations during the term of the Lease. Alterations will be ordered by issuance of a Lease Amendment, GSA Form 300, Order for Supplies or Services, or a tenant agency-approved form when specifically authorized to do so by the LCO. The General Services Administration Acquisition Manual ("GSAM") clause, 552.270-31, Prompt Payment, including its invoice requirements, shall apply to orders for alterations. All orders are subject to the terms and conditions of this Lease and may be placed by the LCO or a warranted contracting officer's representative (COR) in GSA or the tenant agency when specifically authorized to do so by the LCO, subject to the threshold limitation below.

B. Orders for alterations issued by an authorized COR are limited to no more than \$150,000 (LCOs are not subject to this threshold). This threshold will change according to future adjustments of the simplified acquisition threshold (see FAR 2.101). The LCO will provide the Lessor with a list of tenant agency officials authorized to place orders and will specify any limitations on the authority delegated to tenant agency officials. The tenant agency officials are not authorized to deal with the Lessor on any other matters.

C. Payments for alterations ordered by the tenant agency under the authorization described in sub-paragraph B will be made directly by the tenant agency placing the order.

2.04 WAIVER OF RESTORATION (OCT 2016)

Lessor shall have no right to require the Government to restore the Premises upon termination of the Lease, and waives all claims against the Government for waste, damages, or restoration arising from or related to (a) the Government's normal and customary use of the Premises during the term of the Lease (including any extensions thereof), as well as (b) any initial or subsequent alteration to the Premises regardless of whether such alterations are performed by the Lessor or by the Government. At its sole option, the Government may abandon property in the Space following expiration of the Lease, in which case the property will become the property of the Lessor and the Government will be relieved of any liability in connection therewith.

2.05 PAYMENT OF BROKER (JUL 2011)

If GSA awarded the Lease through its Broker, the Lessor shall pay GSA's Broker its portion of the commission one half upon Lease award and the remaining half upon acceptance of the Space. "Its portion of the commission" means the agreed-upon commission to GSA's Broker minus the Commission Credit specified in the Lease or Lease Amendment.

2.06 CHANGE OF OWNERSHIP (OCT 2016)

A. If during the term of the Lease, title to the Property is transferred, the Lease is assigned, or the Lessor changes its legal name, the Lessor and its successor shall comply with the requirements of FAR Subpart 42.12. If title is transferred, the Lessor shall notify the Government within five days of the transfer of title.

B. The Government and the Lessor may execute a Change of Name Agreement if the Lessor is changing only its legal name, and the Government's and the Lessor's respective rights and obligations remain unaffected. A sample form is found at FAR 42.1205.

C. If title to the Property is transferred, or the Lease is assigned, the Government, the original Lessor (Transferor), and the new owner or assignee (Transferee) shall execute a Novation Agreement providing for the transfer of Transferor's rights and obligations under the Lease to the Transferee. When executed on behalf of the Government, a Novation Agreement will be made part of the Lease via Lease Amendment.

D. In addition to all documents required by FAR 42.1204, the LCO may request additional information (e.g., copy of the deed, bill of sale, certificate of merger, contract, court decree, articles of incorporation, operation agreement, partnership certificate of good standing, etc.) from the Transferor or Transferee to verify the parties' representations regarding the transfer, and to determine whether the transfer of the Lease is in the Government's interest.

E. If the LCO determines that recognizing the Transferee as the Lessor will not be in the Government's interest, the Transferor shall remain fully liable to the Government for the Transferee's performance of obligations under the Lease, notwithstanding the transfer. Under no condition shall the Government be obligated to release the Transferor of obligations prior to (a) the rent commencement date; and (b) any amounts due and owing to the Government under the Lease have been paid in full or completely set off against the rental payments due under the Lease.

F. As a condition for being recognized as the Lessor and entitlement to receiving rent, the Transferee must register in the System for Award Management (SAM) for purposes of "All Awards" (See FAR 52.232-33), and complete all required representations and certifications within SAM.

G. If title to the Property is transferred, or the Lease is assigned, rent shall continue to be paid to the original Lessor, subject to the Government's rights as provided for in this Lease. The Government's obligation to pay rent to the Transferee shall not commence until the Government has received all information reasonably required by the LCO under sub-paragraph D, the Government has determined that recognizing the Transferee as the Lessor is in the Government's interest (which determination will be prompt and not unreasonably withheld), and the Transferee has met all conditions specified in sub-paragraph F.

(b) (6)

(b) (6)

2.07 REAL ESTATE TAX ADJUSTMENT (JUN 2012)

A. **Purpose:** This paragraph provides for adjustment in the rent (tax adjustment) to account for increases or decreases in Real Estate Taxes for the Property after the establishment of the Real Estate Tax Base, as those terms are defined herein. Tax adjustments shall be calculated in accordance with this paragraph.

B. **Definitions:** The following definitions apply to the use of the terms within this paragraph:

Property is defined as the land and Buildings in which the Premises are located, including all Appurtenant Areas (e.g., parking areas to which the Government is granted rights).

Real Estate Taxes are those taxes that are levied upon the owners of real property by a Taxing Authority (as hereinafter defined) of a state or local Government on an ad valorem basis to raise general revenue for funding the provision of government services. The term excludes, without limitation, special assessments for specific purposes, assessments for business improvement districts, and/or community development assessments.

Taxing Authority is a state, commonwealth, territory, county, city, parish, or political subdivision thereof, authorized by law to levy, assess, and collect Real Estate Taxes.

Tax Year refers to the 12-month period adopted by a Taxing Authority as its fiscal year for assessing Real Estate Taxes on an annual basis.

Tax Abatement is an authorized reduction in the Lessor's liability for Real Estate Taxes below that determined by applying the generally applicable real estate tax rate to the Fully Assessed (as hereinafter defined) valuation of the Property.

Unadjusted Real Estate Taxes are the full amount of Real Estate Taxes that would be assessed for the Property for one full Tax Year without regard to the Lessor's entitlement to any Tax Abatements (except if such Tax Abatement came into effect after the date of award of the Lease), and not including any late charges, interest or penalties. If a Tax Abatement comes into effect after the date of award of the Lease, "unadjusted Real Estate Taxes" are the full amount of Real Estate Taxes assessed for the Property for one full Tax Year, less the amount of such Tax Abatement, and not including any late charges, interest, or penalties.

Real Estate Tax Base is the unadjusted Real Estate Taxes for the first full Tax Year following the commencement of the Lease term. If the Real Estate Taxes for that Tax Year are not based upon a Full Assessment of the Property, then the Real Estate Tax Base shall be the Unadjusted Real Estate Taxes for the Property for the first full Tax Year for which the Real Estate Taxes are based upon a Full Assessment. Such first full Tax Year may be hereinafter referred to as the Tax Base Year. Alternatively, the Real Estate Tax Base may be an amount negotiated by the parties that reflects an agreed upon base for a Fully Assessed value of the Property.

The Property is deemed to be Fully Assessed (and Real Estate Taxes are deemed to be based on a Full Assessment) only when a Taxing Authority has, for the purpose of determining the Lessor's liability for Real Estate Taxes, determined a value for the Property taking into account the value of all improvements contemplated for the Property pursuant to the Lease, and issued to the Lessor a tax bill or other notice of levy wherein the Real Estate Taxes for the full Tax Year are based upon such Full Assessment. At no time prior to the issuance of such a bill or notice shall the Property be deemed Fully Assessed.

Percentage of Occupancy refers to that portion of the Property exclusively occupied or used by the Government pursuant to the Lease. For Buildings, the Percentage of Occupancy is determined by calculating the ratio of the RSF occupied by the Government pursuant to the Lease to the total RSF in the Building or Buildings so occupied, and shall not take into account the Government's ancillary rights including, but not limited to, parking or roof space for antennas (unless facilities for such ancillary rights are separately assessed). This percentage shall be subject to adjustment to take into account increases or decreases for Space leased by the Government or for rentable space on the Property.

C. **Adjustment for changes in Real Estate Taxes.** After the Property is Fully Assessed, the Government shall pay its share of any increases and shall receive its share of any decreases in the Real Estate Taxes for the Property, such share of increases or decreases to be referred to herein as "tax adjustment." The amount of the tax adjustment shall be determined by multiplying the Government's Percentage of Occupancy by the difference between the current year Unadjusted Real Estate Taxes and the Real Estate Tax Base, less the portion of such difference not paid due to a Tax Abatement (except if a Tax Abatement comes into effect after the date of award of the Lease). If a Tax Abatement comes into effect after the date of award of the Lease, the amount of the tax adjustment shall be determined by multiplying the Government's Percentage of Occupancy by the difference between the current year Unadjusted Real Estate Taxes and the Real Estate Tax Base. The Government shall pay the tax adjustment in a single annual lump sum payment to the Lessor. In the event that this tax adjustment results in a credit owed to the Government, the Government may elect to receive payment in the form of a rental credit or lump sum payment.

If the Property contains more than one separately assessed parcel, then more than one tax adjustment shall be determined based upon the Percentage of Occupancy, Real Estate Tax Base, and Real Estate Taxes for each respective parcel.

After commencement of the Lease term, the Lessor shall provide to the LCO copies of all real estate tax bills for the Property, all documentation of Tax Abatements, credits, or refunds, if any, and all notices which may affect the assessed valuation of the Property, for the Tax Year prior to the commencement of the Lease Term, and all such documentation for every year following. Lessor acknowledges that the LCO shall rely on the completeness and accuracy of these submissions in order to establish the Real Estate Tax Base and to determine tax adjustments. The LCO may memorialize the establishment of the Real Estate Tax Base by issuing a unilateral administrative lease amendment indicating the base year, the amount of the Real Estate Tax Base, and the Government's Percentage of Occupancy.

The Real Estate Tax Base is subject to adjustment when increases or decreases to Real Estate Taxes in any Tax Year are attributable to (a) improvements or renovations to the Property not required by this Lease, or (b) changes in net operating income for the Property not derived from this

(b) (6)

(b) (6)

Lease. If either condition results in a change to the Real Estate Taxes, the LCO may re-establish the Real Estate Tax Base as the Unadjusted Real Estate Taxes for the Tax Year the Property is reassessed under such condition, less the amount by which the Unadjusted Real Estate Taxes for the Tax Year prior to reassessment exceeds the prior Real Estate Tax Base.

If this Lease includes any options to renew the term of the Lease, or be otherwise extended, the Real Estate Tax Base for determining tax adjustments during the renewal term or extension shall be the last Real Estate Tax Base established during the base term of the Lease.

If any Real Estate Taxes for the Property are retroactively reduced by a Taxing Authority during the term of the Lease, the Government shall be entitled to a proportional share of any tax refunds to which the Lessor is entitled, calculated in accordance with this Paragraph. Lessor acknowledges that it has an affirmative duty to disclose to the Government any decreases in the Real Estate Taxes paid for the Property during the term of the Lease. Lessor shall annually provide to the LCO all relevant tax records for determining whether a tax adjustment is due, irrespective of whether it seeks an adjustment in any Tax Year.

If the Lease terminates before the end of a Tax Year, or if rent has been suspended, payment for the real estate tax increase due because of this section for the Tax Year will be prorated based on the number of days that the Lease and the rent were in effect. Any credit due the Government after the expiration or earlier termination of the Lease shall be made by a lump sum payment to the Government or as a rental credit to any succeeding Lease, as determined in the LCO's sole discretion. Lessor shall remit any lump sum payment to the Government within 15 calendar days of payment or credit by the Taxing Authority to Lessor or Lessor's designee. If the credit due to the Government is not paid by the due date, interest shall accrue on the late payment at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978, as amended (41 USC § 611), that is in effect on the day after the due date. The interest penalty shall accrue daily on the amount of the credit and shall be compounded in 30-day increments inclusive from the first day after the due date through the payment date. The Government shall have the right to pursue the outstanding balance of any tax credit using all such collection methods as are available to the United States to collect debts. Such collection rights shall survive the expiration of this Lease.

In order to obtain a tax adjustment, the Lessor shall furnish the LCO with copies of all paid tax receipts, or other similar evidence of payment acceptable to the LCO, and a proper invoice (as described in GSA Form 3517, General Clauses, 552.270-31, Prompt Payment) for the requested tax adjustment, including the calculation thereof. All such documents must be received by the LCO within 60 calendar days after the last date the real estate tax payment is due from the Lessor to the Taxing Authority without payment of penalty or interest. FAILURE TO SUBMIT THE PROPER INVOICE AND EVIDENCE OF PAYMENT WITHIN SUCH TIME FRAME SHALL CONSTITUTE A WAIVER OF THE LESSOR'S RIGHT TO RECEIVE A TAX ADJUSTMENT PURSUANT TO THIS PARAGRAPH FOR THE TAX YEAR AFFECTED.

Tax Appeals. If the Government occupies more than 50 percent of the Building by virtue of this and any other Government Lease(s), the Government may, upon reasonable notice, direct the Lessor to initiate a tax appeal, or the Government may elect to contest the assessed valuation on its own behalf or jointly on behalf of Government and the Lessor. If the Government elects to contest the assessed valuation on its own behalf or on behalf of the Government and the Lessor, the Lessor shall cooperate fully with this effort, including, without limitation, furnishing to the Government information necessary to contest the assessed valuation in accordance with the filing requirements of the Taxing Authority, executing documents, providing documentary and testimonial evidence, and verifying the accuracy and completeness of records. If the Lessor initiates an appeal at the direction of the Government, the Government shall have the right to approve the selection of counsel who shall represent the Lessor with regard to such appeal, which approval shall not be unreasonably withheld, conditioned or delayed, and the Lessor shall be entitled to a credit in the amount of its reasonable expenses in pursuing the appeal.

2.08 ADJUSTMENT FOR VACANT PREMISES (OCT 2016)

A. If the Government fails to occupy any portion of the leased Premises or vacates the Premises in whole or in part prior to expiration of the term of the Lease, the rental rate and the base for operating cost adjustments will be reduced using the figure specified in the "Rate for Adjustment for Vacant Leased Premises" paragraph of this Lease.

B. If no rate reduction has been established in this Lease, the rate will be reduced by that portion of the costs per ABOA SF of operating expenses not required to maintain the Space. Said reduction shall occur after the Government gives 30 calendar days' prior notice to the Lessor and shall continue in effect until the Government occupies the vacant Premises or the Lease expires or is terminated.

2.09 OPERATING COSTS ADJUSTMENT (JUN 2012)

A. Beginning with the second year of the Lease and each year thereafter, the Government shall pay annual incremental adjusted rent for changes in costs for cleaning services, supplies, materials, maintenance, trash removal, landscaping, water, sewer charges, heating, electricity, and certain administrative expenses attributable to occupancy.

B. The amount of adjustment will be determined by multiplying the base rate by the annual percent of change in the Cost of Living Index. The percent change will be computed by comparing the index figure published for the month prior to the Lease Term Commencement Date with the index figure published for the month prior which begins each successive 12-month period. For example, a Lease which commences in June of 2005 would use the index published for May of 2005, and that figure would be compared with the index published for May of 2006, May of 2007, and so on, to determine the percent change. The Cost of Living Index will be measured by the Department of Labor revised Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), U.S. city average, all items, (1982 to 1984 = 100) published by the Bureau of Labor Statistics. Payment will be made with the monthly installment of fixed rent. Rental adjustments will be effective on the anniversary date of the Lease; however, payment of the adjusted rental rate will become due on the first workday of the second month following the publication of the Cost of Living Index for the month prior to the commencement of each 12-month period.

C. In the event of any decreases in the Cost of Living Index occurring during the term of the occupancy under the Lease, the rental amount will be reduced accordingly. The amount of such reductions will be determined in the same manner as increases in rent provided under this paragraph.

D. If the Government exercises an option to extend the Lease term at the same rate as that of the original term, the option price will be based on the adjustment during the original term. Annual adjustments will continue.

2.10 ADDITIONAL POST-AWARD FINANCIAL AND TECHNICAL DELIVERABLES (JUN 2012)

A. If the Lessor is a HUBZone small business concern (SBC) that did not waive the price evaluation preference, the Lessor shall provide a certification within 10 days after Lease award to the LCO (or representative designated by the LCO) that the Lessor was an eligible HUBZone SBC on the date of award. If it is determined within 20 days after award that a HUBZone SBC Offeror that has been awarded the Lease was not an eligible HUBZone SBC at the time of award, and the HUBZone SBC Lessor failed to provide the LCO with information regarding a change to its HUBZone eligibility prior to award, then the Lease shall be subject, at the LCO's discretion, to termination, and the Government will be relieved of all obligations to the Lessor in such an event and not be liable to the Lessor for any costs, claims or damages of any nature whatsoever.

B. Within 30 days after Lease award, the Lessor shall provide to the LCO (or representative designated by the LCO) evidence of:

1. A firm commitment of funds in an amount sufficient to perform the work.
2. The names of at least two proposed construction contractors, as well as evidence of the contractors' experience, competency, and performance capabilities with construction similar in scope to that which is required herein.
3. The license or certification to practice in the state where the Building is located from the individual(s) and/or firm(s) providing architectural and engineering design services.

C. The Government shall have the right to withhold approval of design intent drawings (DIDs) until the conditions specified in sub-paragraphs A and B have been satisfied.

D. Within ten (10) calendar days after the LCO issues the Notice To Proceed (NTP) for TI construction, the Lessor shall provide to the LCO evidence of:

1. Award of a construction contract for TIs with a firm completion date. This date must be in accordance with the construction schedule for TIs as described in the "Schedule for Completion of Space" paragraph of this Lease.
2. Issuance of required permits for construction of the TIs.

2.11 ~~RELOCATION ASSISTANCE ACT (APR 2011)~~ INTENTIONALLY DELETED

SECTION 3 CONSTRUCTION STANDARDS AND SHELL COMPONENTS

3.01 LABOR STANDARDS (OCT 2016)

If the Lessor proposes to satisfy the requirements of this Lease through the construction of a new Building or the complete rehabilitation or reconstruction of an existing Building, and the Government will be the sole or predominant tenant such that any other use of the Building will be functionally or quantitatively incidental to the Government's use and occupancy, the following FAR clauses shall apply to all work (including shell and TIs) performed prior to the Government's acceptance of space as substantially complete. Full text versions of these clauses are available upon request from the LCO. Full text versions are also available at [HTTPS://WWW.ACQUISITION.GOV/?Q=BROWSEFAR](https://www.acquisition.gov/?q=BROWSEFAR).

- 52.222-4 Contract Work Hours and Safety Standards Act—Overtime Compensation
- 52.222-5 Construction Wage Rate Requirements - Secondary Site of the Work
- 52.222-6 Construction Wage Rate Requirements
- 52.222-7 Withholding of Funds
- 52.222-8 Payrolls and Basic Records
- 52.222-9 Apprentices and Trainees
- 52.222-10 Compliance with Copeland Act Requirements
- 52.222-11 Subcontracts (Labor Standards)
- 52.222-12 Contract Termination—Debarment
- 52.222-13 Compliance with Construction Wage Rate Requirements and Related Regulations
- 52.222-14 Disputes Concerning Labor Standards
- 52.222-15 Certification of Eligibility

3.02 WORK PERFORMANCE (JUN 2012)

All work in performance of this Lease shall be done by skilled workers or mechanics and shall be acceptable to the LCO. The LCO may reject the Lessor's workers 1) if such are unlicensed, unskilled, or otherwise incompetent, or 2) if such have demonstrated a history of either untimely or otherwise unacceptable performance in connection with work carried out in conjunction with either this contract or other government or private contracts.

3.03 ENVIRONMENTALLY PREFERABLE PRODUCT REQUIREMENTS (OCT 2016)

- A. The Lessor must provide environmentally preferable products as detailed throughout individual paragraphs of this Lease.
- B. When individual paragraphs of this Lease do not contain specific requirements for environmentally preferable products, the Lessor must provide products meeting at least one of the environmentally preferable criteria as outlined under the Green Procurement Compilation at WWW.SFTOOL.GOV/GREENPROCUREMENT to determine whether any of these criteria are applicable for a product category.
- C. The Lessor, if unable to comply with the environmentally preferable products requirements above, must submit a waiver request for each material within the TI pricing submittal. The waiver request shall be based on the following exceptions:
1. Product cannot be acquired competitively within a reasonable performance schedule.
 2. Product cannot be acquired that meets reasonable performance requirements.
 3. Product cannot be acquired at a reasonable price.
 4. An exception is provided by statute.

The price shall be deemed unreasonable when the total life cycle costs are significantly higher for the sustainable product versus the non-sustainable product. Life cycle costs are determined by combining the initial costs of a product with any additional costs or revenues generated from that product during its entire life.

3.04 EXISTING FIT-OUT, SALVAGED, OR REUSED BUILDING MATERIAL (JUN 2012)

- A. Items and materials existing in the Premises, or to be removed from the Premises during the demolition phase, are eligible for reuse in the construction phase of the project. The reuse of items and materials is preferable to recycling them; however, items considered for reuse shall be in re-furnished condition and shall meet the quality standards set forth by the Government in this Lease. In the absence of definitive quality standards, the Lessor is responsible to confirm that the quality of the item(s) in question shall meet or exceed accepted industry or trade standards for first quality commercial grade applications.
- B. The Lessor shall submit a reuse plan to the LCO. The Government will not pay for existing fixtures and other TIs accepted in place. However, the Government will reimburse the Lessor, as part of the TIA, the costs to repair or improve such fixtures or improvements identified on the reuse plan and approved by the LCO.

3.05 CONSTRUCTION WASTE MANAGEMENT (SEP 2015)

- A. Recycling construction waste is mandatory for initial space alterations for TIs and subsequent alterations under the Lease.
- B. INTENTIONALLY DELETED

C. **SUBMITTAL REQUIREMENT:** Prior to construction commencement, a proposed plan following industry standards to recycle construction waste. The construction waste management plan shall quantify material diversion goals and maximize the materials to be recycled and/or salvaged (at least 50 percent) from construction, demolition, and packaging debris. Where the small quantity of material, the extraordinarily complex nature of the waste disposal method, or prohibitive expense for recycling would represent a genuine hardship, the Government, upon written request of the Lessor and approval of the LCO, may permit alternative means of disposal.

D. The Lessor shall recycle the following items during both the demolition and construction phases of the project, subject to economic evaluation and feasibility: Ceiling grid and tile, light fixtures, including proper disposal of any transformers, ballasts, and fluorescent light bulbs, duct work and HVAC equipment, wiring and electrical equipment, aluminum and/or steel doors and frames, hardware, drywall, steel studs, carpet, carpet backing, and carpet padding, wood, insulation, cardboard packaging, pallets, windows and glazing materials, all miscellaneous metals (as in steel support frames for filing equipment), and all other finish and construction materials.

E. If any waste materials encountered during the demolition or construction phase are found to contain lead, asbestos, polychlorinated biphenyls (PCBs) (such as fluorescent lamp ballasts), or other harmful substances, they shall be handled and removed in accordance with Federal and state laws and requirements concerning hazardous waste.

F. In addition to providing "one time" removal and recycling of large scale demolition items such as carpeting or drywall, the Lessor shall provide continuous facilities for the recycling of incidental construction waste during the initial construction.

G. Construction materials recycling records shall be maintained by the Lessor and shall be accessible to the LCO. Records shall include materials recycled or land-filled, quantity, date, and identification of hazardous wastes.

3.06 WOOD PRODUCTS (OCT 2016)

A. For all new installations of wood products, the Lessor is encouraged to use independently certified forest products. For information on certification and certified wood products, refer to the Forest Stewardship Council United States ([HTTPS://US.FSC.ORG/EN-US](https://us.fsc.org/en-us)), or the Sustainable Forestry Initiative ([HTTP://WWW.SFIPROGRAM.ORG/](http://www.sfiprogram.org/)).

B. New installations of wood products used under this contract shall not contain wood from endangered wood species, as listed by the Convention on International Trade in Endangered Species. The list of species can be found at [HTTP://WWW.WOOD-DATABASE.COM/WOOD-ARTICLES/RESTRICTED-AND-ENDANGERED-WOOD-SPECIES/](http://www.wood-database.com/wood-articles/restricted-and-endangered-wood-species/) or [HTTPS://WWW.FWS.GOV/INTERNATIONAL/PLANTS/CURRENT-CITES-LISTINGS-OF-TREE-SPECIES.HTML](https://www.fws.gov/international/plants/current-cites-listings-of-tree-species.html).

C. Particle board, strawboard, and plywood materials shall comply with Department of Housing and Urban Development (HUD) standards for formaldehyde emission controls. Plywood materials shall not emit formaldehyde in excess of 0.2 parts per million (ppm), and particleboard materials shall not emit formaldehyde in excess of 0.3 ppm.

D. All materials comprised of combustible substances, such as wood plywood and wood boards, shall be treated with fire retardant chemicals by a pressure impregnation process or other methods that treats the materials throughout as opposed to surface treatment.

3.07 ADHESIVES AND SEALANTS (OCT 2016)

All adhesives employed on this project (including, but not limited to, adhesives for carpet, carpet tile, plastic laminate, wall coverings, adhesives for wood, or sealants) shall meet at least one of the environmentally preferable criteria as outlined under the Green Procurement Compilation at [HTTPS://SFTOOL.GOV/GREENPROCUREMENT](https://sftool.gov/greenprocurement), as well as the requirements of the manufacturer of the products adhered or involved. The Lessor shall use adhesives and sealants with no formaldehyde or heavy metals. Adhesives and other materials used for the installation of carpets shall be limited to those having a flash point of 140 degrees F or higher.

3.08 BUILDING SHELL REQUIREMENTS (OCT 2016)

A. The Building Shell shall be designed, constructed, and maintained in accordance with the standards set forth herein and completed prior to acceptance of Space. For pricing, fulfillment of all requirements not specifically designated as TIs, Building Specific Amortized Capital, Operating Costs, or other rent components as indicated shall be deemed included in the Shell Rent.

B. Base structure and Building enclosure components shall be complete. All common areas accessible by the Government, such as lobbies, fire egress corridors and stairwells, elevators, garages, and service areas, shall be complete. Restrooms shall be complete and operational. All newly installed Building shell components, including but not limited to, heating, ventilation, and air conditioning (HVAC), electrical, ceilings, sprinklers, etc., shall be furnished, installed, and coordinated with TIs. Circulation corridors are provided as part of the base Building only on multi-tenanted floors where the corridor is common to more than one tenant. On single tenant floors, only the fire egress corridor(s) necessary to meet code is provided as part of the shell.

C. The Building Shell rental rate shall also include, but is not limited to, costs included listed under Section II of GSA Form 1217, Lessor's Annual Cost Statement, including insurance, taxes, lease commission and management, in addition to profit, reserve costs and loan financing for the Building.

3.09 RESPONSIBILITY OF THE LESSOR AND LESSOR'S ARCHITECT/ENGINEER (JUN 2012)

A. The Lessor shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Lessor under this contract. The Lessor shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, or other services.

B. THE LESSOR REMAINS SOLELY RESPONSIBLE FOR DESIGNING, CONSTRUCTING, OPERATING, AND MAINTAINING THE LEASED PREMISES IN FULL ACCORDANCE WITH THE REQUIREMENTS OF THE LEASE. The Government retains the right to review and approve many aspects of the Lessor's design, including without limitation, review of the Lessor's design and construction drawings, shop drawings, product data, finish samples, and completed base building and TI construction. Such review and approval is intended to identify potential design flaws, to minimize costly misdirection of effort, and to assist the Lessor in its effort to monitor whether such design and construction comply with applicable laws and satisfy all Lease requirements.

C. Neither the Government's review, approval or acceptance of, nor payment through rent of the services required under this contract, shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the Lessor shall be and remain liable to the Government in accordance with applicable law for all damages to the Government caused by the Lessor's negligent performance of any of the services required under this Lease.

D. Design and construction and performance information is contained throughout several of the documents which comprise this Lease. The Lessor shall provide to space planners, architects, engineers, construction contractors, etc., all information required whether it is found in this Lease, special requirements and attachments, price lists, or design intent drawings. Reliance upon one of these documents to the exclusion of any other may result in an incomplete understanding of the scope of the work to be performed and/or services to be provided.

3.10 QUALITY AND APPEARANCE OF BUILDING (JUN 2012)

The Building in which the Premises are located shall be designed, built and maintained in good condition and in accordance with the Lease requirements. If not new or recent construction, the Building shall have undergone by occupancy, modernization, or adaptive reuse for office space with modern conveniences. The Building shall be compatible with its surroundings. Overall, the Building shall project a professional and aesthetically pleasing appearance including an attractive front and entrance way.

3.11 VESTIBULES (APR 2011)

A. Vestibules shall be provided at public entrances and exits wherever weather conditions and heat loss are important factors for consideration. In the event of negative air pressure conditions, provisions shall be made for equalizing air pressure.

B. The Lessor shall provide permanent entryway systems (such as grilles or grates) to control dirt and particulates from entering the Building at all primary exterior entryways.

3.12 MEANS OF EGRESS (MAY 2015)

A. Prior to occupancy, the Premises and any parking garage areas shall meet or will be upgraded to meet, either the applicable egress requirements in the National Fire Protection Association, Life Safety Code (NFPA 101), or the International Code Council, International Building Code (IBC), each current as of the Lease Award Date, or use an alternative approach or method that achieves an equivalent level of safety deemed acceptable by the Government.

B. The Space shall have unrestricted access to a minimum of two remote exits on each floor of Government occupancy.

C. Interlocking or scissor stairs located on the floor(s) where Space is located shall only count as one exit stair.

D. A fire escape located on the floor(s) where Space is located shall not be counted as an approved exit stair.

E. Doors shall not be locked in the direction of egress unless equipped with special locking hardware in accordance with requirements of NFPA 101 or the IBC.

3.13 AUTOMATIC FIRE SPRINKLER SYSTEM (SEP 2013)

A. Any portion of the Space located below-grade, including parking garage areas, and all areas in a Building referred to as "hazardous areas" (defined in National Fire Protection Association (NFPA) 101) that are located within the entire Building (including non-Government areas) shall be protected by an automatic fire sprinkler system or an equivalent level of safety.

B. For Buildings in which any portion of the Space is on or above the sixth floor, then, at a minimum, the Building up to and including the highest floor of Government occupancy shall be protected by an automatic fire sprinkler system or an equivalent level of safety.

C. For Buildings in which any portion of the Space is on or above the sixth floor, and lease of the Space will result, either individually or in combination with other Government Leases in the Building, in the Government leasing 35,000 or more ANSI/BOMA Office Area SF of Space in the Building, then the entire Building shall be protected throughout by an automatic fire sprinkler system or an equivalent level of safety.

D. Automatic fire sprinkler system(s) shall be installed in accordance with the requirements of NFPA 13, Standard for the Installation of Sprinkler Systems that was in effect on the actual date of installation.

E. Automatic fire sprinkler system(s) shall be maintained in accordance with the requirements of NFPA 25, Standard for the Inspection, Testing, and Maintenance of Water-based Fire Protection Systems (current as of the Lease Award Date).

F. "Equivalent level of safety" means an alternative design or system (which may include automatic fire sprinkler systems), based upon fire protection engineering analysis, which achieves a level of safety equal to or greater than that provided by automatic fire sprinkler systems.

3.14 FIRE ALARM SYSTEM (SEP 2013)

- A. A Building-wide fire alarm system shall be installed in the entire Building in which any portion of the Space is located on the 3rd floor or higher.
- B. The fire alarm system shall be installed in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code, that was in effect on the actual date of installation.
- C. The fire alarm system shall be maintained in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code (current as of the Lease Award Date).
- D. The fire alarm system shall transmit all fire alarm signals to the local fire department via any of the following means: directly to the local fire department, to the (911) public communications center, to a central station, to a remote supervising station, or to a proprietary supervising station.
- E. If the Building's fire alarm control unit is over 25 years old as of the date of award of this Lease, Lessor shall install a new fire alarm system in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code (current as of the Lease Award Date), prior to Government acceptance and occupancy of the Space.

3.15 ENERGY INDEPENDENCE AND SECURITY ACT (MAR 2016)

A. Energy-related Requirements:

1. The Energy Independence and Security Act (EISA) establishes the following requirements for Government Leases in Buildings that have not earned the ENERGY STAR® Label conferred by the Environmental Protection Agency (EPA) within one year prior to the due date for final proposal revisions ("most recent year").

2. If this Lease was awarded under any of EISA's Section 435 statutory exceptions, the Lessor shall either:

- a. Earn the ENERGY STAR® Label prior to acceptance of the Space (or not later than one year after the Lease Award Date of a succeeding or superseding Lease); or
- b. (i) Complete energy efficiency and conservation improvements if any, agreed to by Lessor in lieu of earning the ENERGY STAR® Label prior to acceptance of the Space (or not later than one year after the Lease Award Date of a succeeding or superseding Lease); and
(ii) Obtain and publicly disclose the Building's current ENERGY STAR® score (using EPA's Portfolio Manager tool), unless the Lessor cannot access whole building utility consumption data, or there is no building category within Portfolio Manager to benchmark against, including spaces—
- I. That are located in States with privacy laws that provide that utilities shall not provide such aggregated information to multitenant building owners; and
 - II. For which tenants do not provide energy consumption information to the commercial building owner in response to a request from the building owner. (A Federal agency that is a tenant of the space shall provide to the building owner, or authorize the owner to obtain from the utility, the energy consumption information of the space for the benchmarking and disclosure required by this subparagraph D).
 - III. That cannot be benchmarked (scored) using EPA's Portfolio Manager tool because of excessive vacancy; in which case Lessor agrees to obtain the score and publicly disclose it within 120 days of the eligibility to obtain a score using the EPA Portfolio Manager tool.

Note: "public disclosure" means posting the Energy Star® score on state or local websites in those areas that have applicable disclosure mandates, and reporting the score to the Government via Portfolio Manager. In the absence of an applicable state or local disclosure mandate, Lessor shall either generate and display the Energy Star® score in a public space at the building location or post the score on Lessor's or Lessor's Parent/Affiliate website.

3. If this Lease was awarded to a Building to be built or to a Building predominantly vacant as of the due date for final proposal revisions and was unable to earn the ENERGY STAR® label for the most recent year (as defined above) due to insufficient occupancy, but was able to demonstrate sufficient evidence of capability to earn the ENERGY STAR® label, then Lessor must earn the ENERGY STAR® label within 18 months after occupancy by the Government.

4. The Lessor is encouraged to purchase at least 50 percent of the Government tenant's electricity from renewable sources.

B. Hydrology-related Requirements:

1. Per EISA Section 438, the sponsor of any development or redevelopment project involving a Federal facility with a footprint that exceeds 5,000 square feet shall use site planning, design, construction, and maintenance strategies for the property to maintain or restore, to the maximum extent technically feasible, the predevelopment hydrology of the Property with regard to the temperature, rate, volume, and duration of flow. If the Lessor proposes to satisfy the Government's space requirements through a development or redevelopment project, and the Government will be the sole or predominant tenant such that any other use of the Property will be functionally or quantitatively incidental to the Government's use, the Lessor is required to implement hydrology maintenance and restoration requirements as required by EISA Section 438.

- a. For the purposes of applying EISA Section 438 in this lease, "sponsor" shall mean "Lessor", and "exceeds 5,000 square feet" shall mean construction that disturbs 5,000 square feet or more of land area at the Property or on adjoining property to accommodate the Government's requirements, or at the Property for whatever reason. Information regarding implementation of the hydrology maintenance and restoration requirements can be found at: <http://www.epa.gov/greeningepa/technical-guidance-implementing-stormwater-runoff-requirements-federal-projects>

b. Lessor is required to implement these hydrology maintenance and restoration requirements to the maximum extent technically feasible, prior to acceptance of the Space, (or not later than one year after the Lease Award Date or Lease Term Commencement Date, whichever is later, of a succeeding or superseding Lease). Additionally, this Lease requires EISA Section 438 storm water compliance not later than one year from the date of any applicable disturbance (as defined in EISA Section 438) of more than 5,000 square feet of ground area if such disturbance occurs during the term of the Lease if the Government is the sole or predominant tenant. In the event the Lessor is required to comply with EISA Section 438, Lessor shall furnish the Government, prior to the filing for permits for the associated work, with a certification from Lessor's engineer that the design meets the hydrology maintenance and restoration requirements of EISA Section 438.

3.16 ELEVATORS (OCT 2016)

A. The Lessor shall provide suitable passenger elevator and, when required by the Government, freight elevator service to any of the Premises not having ground level access. Service shall be available during the normal hours of operation specified in the in this Lease. However, one passenger elevator and, when required by the Government, one freight elevator shall be available at all times for Government use. When a freight elevator is required by the Government, it shall be accessible to the loading areas. When possible, the Government shall be given 24-hour advance notice if the service is to be interrupted for more than 1-1/2 hours. Normal service interruption shall be scheduled outside of the Government's normal working hours. The Lessor shall also use best efforts to minimize the frequency and duration of unscheduled interruptions.

B. Code: Elevators shall conform to the current requirements of the American Society of Mechanical Engineers ASME A17.1/CSA B44, Safety Code for Elevators and Escalators (current as of the Lease Award Date). Elevators shall be provided with Phase I emergency recall operation and Phase II emergency in-car operation in accordance with ASME A17.1/CSA B44. Fire alarm initiating devices (e.g., smoke detectors) used to initiate Phase I emergency recall operation shall be installed in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code. The elevators shall be inspected and maintained in accordance with the current edition of the ASME A17.2, Inspector's Manual for Elevators. Except for the reference to ASME A17.1 in ABAAS, Section F105.2.2, all elevators must meet ABAAS requirements for accessibility in Sections 407, 408, and 409 of ABAAS.

C. Safety Systems: Elevators shall be equipped with telephones or other two-way emergency communication systems. The system used shall be marked and shall reach an emergency communication location staffed 24 hours per day, 7 days per week.

D. Speed: The passenger elevators shall have a capacity to transport in 5 minutes 15 percent of the normal population of all upper floors (based on 150 SF per person). Further, the dispatch interval between elevators during the up-peak demand period shall not exceed 35 seconds.

E. Interior Finishes: Elevator cab walls shall be hardwood, marble, granite, or an equivalent pre-approved by the LCO. Elevator cab floors shall be marble, granite, terrazzo, or an equivalent pre-approved by the LCO.

3.17 BUILDING DIRECTORY (APR 2011)

A tamper-proof directory with lock shall be provided in the Building lobby listing the Government agency. It must be acceptable to the LCO.

3.18 FLAGPOLE (SEP 2013)

If the Government is the sole occupant of the Building, a flagpole shall be provided at a location to be approved by the LCO. The flag of the United States of America will be provided by the Lessor, as part of shell rent, and replaced at all times during the Lease term when showing signs of wear.

3.19 DEMOLITION (JUN 2012)

The Lessor shall remove existing abandoned electric, telephone, and data cabling and devices, as well as any other improvements or fixtures in place to accommodate the Government's requirements. Any demolition of existing improvements that is necessary to satisfy the Government's layout shall be done at the Lessor's expense.

3.20 ACCESSIBILITY (FEB 2007)

The Building, leased Space, and areas serving the leased Space shall be accessible to persons with disabilities in accordance with the Architectural Barriers Act Accessibility Standard (ABAAS), Appendices C and D to 36 CFR Part 1191 (ABA Chapters 1 and 2, and Chapters 3 through 10). To the extent the standard referenced in the preceding sentence conflicts with local accessibility requirements, the more stringent shall apply.

3.21 CEILINGS (APR 2015)

A complete acoustical ceiling system (which includes grid and lay-in tiles or other Building standard ceiling system as approved by the LCO) throughout the Space and Premises shall be required. The acoustical ceiling system shall be furnished, installed, and coordinated with TIs.

A. Ceilings shall be at a minimum 9 feet and 0 inches and no more than 12 feet and 0 inches measured from floor to the lowest obstruction. Areas with raised flooring shall maintain these ceiling-height limitations above the finished raised flooring. Bulkheads and hanging or surface mounted light fixtures which impede traffic ways shall be avoided. Ceilings shall be uniform in color and appearance throughout the Space, with no obvious damage to tiles or grid.

B. Prior to closing the ceiling, the Lessor shall coordinate with the Government for the installation of any items above the ceiling.

C. Should the ceiling be installed in the Space prior to construction of the TIs, then the Lessor shall be responsible for all costs in regard to the disassembly, storage during construction, and subsequent re-assembly of any of the ceiling components which may be required to complete the TIs. The Lessor shall also bear the risk for any damage to the ceiling or any components thereof during the construction of the TIs.

D. Ceilings shall be a flat plane in each room and shall be suspended and finished as follows unless an alternate equivalent is pre-approved by the LCO:

1. Restrooms. Plastered or spackled and taped gypsum board.
2. Offices and conference rooms. Mineral and acoustical tile or lay in panels with textured or patterned surface and tegular edges or an equivalent pre-approved by the LCO. Newly installed tiles or panels shall meet at least one of the environmentally preferable criteria as outlined under the Green Procurement Compilation at [HTTPS://SFTOOL.GOV/GREENPROCUREMENT](https://SFTOOL.GOV/GREENPROCUREMENT).
3. Corridors and eating/galley areas. Plastered or spackled and taped gypsum board or mineral acoustical tile.

E. INTENTIONALLY DELETED

3.22 EXTERIOR AND COMMON AREA DOORS AND HARDWARE (SEP 2013)

A. Exterior Building doors and doors necessary to the lobbies, common areas, and core areas shall be required. This does not include suite entry or interior doors specific to TIs.

B. Exterior doors shall be weather tight and shall open outward. Hinges, pivots, and pins shall be installed in a manner which prevents removal when the door is closed and locked. These doors shall have a minimum clear opening of 32" clear wide x 80" high (per leaf). Doors shall be heavy duty, flush, (1) hollow steel construction, (2) solid core wood, or (3) insulated tempered glass. As a minimum requirement, hollow steel doors shall be fully insulated, flush, #16-gauge hollow steel. Solid-core wood doors and hollow steel doors shall be at least 1-3/4 inches thick. Door assemblies shall be of durable finish and shall have an aesthetically pleasing appearance acceptable to the LCO. The opening dimensions and operations shall conform to the governing building, fire safety, accessibility, and energy codes and/or requirements. Fire door assemblies shall be listed and labeled. Labels on fire door assemblies shall be maintained in a legible condition. Fire door assemblies and their accompanying hardware, including frames and closing devices shall be installed in accordance with the requirements of NFPA 80, Standard for Fire Doors and Other Opening Protectives.

C. Exterior doors and all common area doors shall have door handles or door pulls with heavyweight hinges. All doors shall have corresponding doorstops (wall or floor mounted) and silencers. All public use doors and restroom doors shall be equipped with kick plates. All doors shall have automatic door closers. All Building exterior doors shall have locking devices installed to reasonably deter unauthorized entry.

3.23 DOORS: IDENTIFICATION (APR 2011)

All signage required in common areas unrelated to tenant identification shall be provided and installed by the Lessor.

3.24 WINDOWS (APR 2011)

A. Office Space shall have windows in each exterior bay unless waived by the LCO.

B. All windows shall be weather tight. Operable windows that open shall be equipped with locks. Off-street, ground-level windows and those accessible from fire escapes, adjacent roofs, and other structures that can be opened must be fitted with a sturdy locking device. Windows accessible from fire escapes must be readily operable from the inside of the Building.

3.25 PARTITIONS: GENERAL (APR 2015)

Partitions in public areas shall be marble, granite, hardwood, or drywall covered with durable wall covering or high performance coating, or equivalent pre-approved by the LCO. Newly installed gypsum board material must be Greenguard Gold Certified or have 0 grams per liter of VOCs.

3.26 PARTITIONS: PERMANENT (APR 2015)

Permanent partitions shall extend from the structural floor slab to the structural ceiling slab. They shall be provided by the Lessor as part of shell rent as necessary to surround the Space, stairs, corridors, elevator shafts, restrooms, all columns, and janitor closets. They shall have a flame spread rating of 25 or less and a smoke development rating of 450 or less (ASTM E-84). Stairs, elevators, and other floor openings shall be enclosed by partitions and shall have the fire resistance required by the applicable building code, fire code and ordinances adopted by the jurisdiction in which the Building is located (such as the International Building Code, etc.) current as of the Lease Award Date. Newly installed gypsum board material must be Greenguard Gold Certified or have 0 grams per liter of VOCs.

3.27 INSULATION: THERMAL, ACOUSTIC, AND HVAC (SEP 2013)

A. All insulation products shall contain recovered materials as required by EPA's CPG and related recycled content recommendations.

B. No insulation installed with this project shall be material manufactured using chlorofluorocarbons (CFCs), nor shall CFCs be used in the installation of the product.

C. All insulation containing fibrous materials exposed to air flow shall be rated for that exposure or shall be encapsulated.

D. Insulating properties for all materials shall meet or exceed applicable industry standards. Polystyrene products shall meet American Society for Testing and Materials (ASTM) C578 91.

E. All insulation shall be low emitting with not greater than .05 ppm formaldehyde emissions.

F. The maximum flame spread and smoke developed index for insulation shall meet the requirements of the applicable local codes and ordinances (current as of the Lease Award Date) adopted by the jurisdiction in which the Building is located.

3.28 WALL FINISHES – SHELL (SEP 2015)

A. All restrooms within the Building common areas of Government-occupied floors shall have 1) ceramic tile, recycled glass tile, or comparable wainscot from the finished floor to a minimum height of 4'-6" and 2) semigloss paint on remaining wall areas, or other finish approved by the Government.

B. All elevator areas that access the Space and hallways accessing the Space shall be covered with wall coverings not less than 20 ounces per square yard, high performance paint, or an equivalent.

3.29 PAINTING – SHELL (JUN 2012)

A. The Lessor shall bear the expense for all painting associated with the Building shell. These areas shall include all common areas. Exterior perimeter walls and interior core walls within the Space shall be spackled and prime painted with a primer that meets or is equivalent to the Green Seal GS-11 standard. If any Building shell areas are already painted prior to TIs, then the Lessor shall repaint, at the Lessor's expense, as necessary during TIs.

B. The costs for cyclical painting requirements as outlined in Section 6 shall be included in the shell rent.

3.30 FLOORS AND FLOOR LOAD (APR 2015)

A. All adjoining floor areas shall be of a common level not varying more than 1/4 inch over a 10-foot horizontal run in accordance with the American Concrete Institute standards, non-slip, and acceptable to the LCO.

B. Under-floor surfaces shall be smooth and level. Office areas shall have a minimum live load capacity of 50 pounds per ABOA SF plus 20 pounds per ABOA SF for moveable partitions. Storage areas shall have a minimum live load capacity of 100 pounds per ABOA SF, including moveable partitions. Lessor may be required to provide a report by a registered structural engineer showing the floor load capacity, at the Lessor's expense. Calculations and structural drawings may also be required.

C. INTENTIONALLY DELETED

3.31 FLOOR COVERING AND PERIMETERS – SHELL (SEP 2013)

A. Exposed interior floors in primary entrances and lobbies shall be marble, granite, or terrazzo. Exposed interior floors in secondary entrances, elevator lobbies, and primary interior corridors shall be high-grade carpet, marble, granite, or terrazzo. Resilient flooring shall be used in telecommunications rooms. Floor perimeters at partitions shall have wood, rubber, vinyl, marble, or carpet base.

B. Terrazzo, unglazed ceramic tile, recycled glass tile, and/or quarry tile shall be used in all restroom and service areas of Government-occupied floors.

C. Any alternate flooring must be pre-approved by the LCO.

D. The costs for cyclical carpet replacement requirements as outlined in Section 6 shall be included in the shell rent.

3.32 MECHANICAL, ELECTRICAL, PLUMBING: GENERAL (APR 2011)

The Lessor shall provide and operate all Building equipment and systems in accordance with applicable technical publications, manuals, and standard procedures. Mains, lines, and meters for utilities shall be provided by the Lessor. Exposed ducts, piping, and conduits are not permitted in office Space.

3.33 BUILDING SYSTEMS (APR 2011)

Whenever requested, the Lessor shall furnish to GSA as part of shell rent, a report by a registered professional engineer(s) showing that the Building and its systems as designed and constructed will satisfy the requirements of this Lease.

3.34 ELECTRICAL (JUN 2012)

A. The Lessor shall be responsible for meeting the applicable requirements of local codes and ordinances. When codes conflict, the more stringent standard shall apply. Main service facilities shall be enclosed. The enclosure may not be used for storage or other purposes and shall have door(s) fitted with an automatic deadlocking latch bolt with a minimum throw of 1/2 inch. Main distribution for standard office occupancy shall be provided at the Lessor's expense. All floors shall have 120/208 V, 3-phase, 4-wire with bond, 60 hertz electric service available. In no event shall such power distribution (not including lighting and HVAC) for the Space fall below 4 watts per ABOA SF.

B. Main power distribution switchboards and distribution and lighting panel boards shall be circuit breaker type with copper buses that are properly rated to provide the calculated fault circuits. All power distribution panel boards shall be supplied with separate equipment ground buses. All power distribution equipment shall be required to handle the actual specified and projected loads and 10 percent spare load capacity. Distribution panels are required to accommodate circuit breakers for the actual calculated needs and 10 percent spare circuits that will be equivalent to the majority of other circuit breakers in the panel system. Fuses and circuit breakers shall be plainly marked or labeled to identify circuits or equipment supplied through them.

C. Convenience outlets shall be installed in accordance with NFPA Standard 70, National Electrical Code, or local code, whichever is more stringent. The Lessor shall provide duplex utility outlets in restrooms, corridors, and dispensing areas.

3.35 ~~ADDITIONAL ELECTRICAL CONTROLS (JUN 2012)~~ INTENTIONALLY DELETED

3.36 PLUMBING (JUN 2012)

The Lessor shall include the cost of plumbing in common areas. Hot and cold water risers and domestic waste and vent risers, installed and ready for connections that are required for TIs, shall be included in the shell rent.

3.37 DRINKING FOUNTAINS (OCT 2016)

On each floor of Government-occupied Space, the Lessor shall provide a minimum of two drinking fountains with chilled potable water within 200 feet of travel from any Government-occupied area on the floor. The fountains shall comply with Section F211 of the Architectural Barriers Act Accessibility Standard. Potable is defined as water meeting current EPA primary drinking water standards or more stringent, applicable state or local regulations. Municipal or public water systems are required to meet this same standard. The Lessor shall serve as first responder to any occupant complaints about drinking water. The Lessor shall promptly investigate any such complaints and implement the necessary controls to address the complaints and maintain potable water conditions.

3.38 RESTROOMS (OCT 2016)

A. If this Lease is satisfied by new construction or major alterations, Lessor shall provide water closets, sinks and urinals on each floor that is partially or fully occupied by the government per the following schedule. The schedule is per floor and based on a density of one person for each 135 ABOA SF of office Space, allocated as 50% women and 50% men. If major alterations to the restrooms occur during the term of this Lease, the number of fixtures then must meet the schedule as part of the major alterations.

ESTIMATED NUMBER OF EACH GENDER PER FLOOR			(WOMEN'S) WATER CLOSETS	(WOMEN'S) SINKS	(MEN'S) WATER CLOSETS	(MEN'S) URINALS	(MEN'S) SINKS
1	to	8	2	1	1	1	1
9	to	24	3	2	2	1	1
25	to	36	3	2	2	1	2
37	to	56	5	3	3	2	2
57	to	75	6	4	4	2	2
76	to	96	6	5	4	2	3
97	to	119	7	5	5	2	3
120	to	134	9	5	6	3	4
Above 135			3/40	1/24	1/20	1/40	1/30

B. If no new construction or major renovation of a restroom is occurring, compliance with local code is sufficient. Separate restroom facilities for men and women shall be provided in accordance with local code or ordinances, on each floor occupied by the Government in the Building. The facilities shall be located so that employees will not be required to travel more than 200 feet on one floor to reach the restrooms. Each restroom shall have sufficient water closets enclosed with modern stall partitions and doors, urinals (in men's room), and hot (set in accordance with applicable building codes) and cold water. Water closets and urinals shall not be visible when the exterior door is open.

C. Each main restroom shall contain the following:

1. A mirror and shelf above the lavatory.
2. A toilet paper dispenser in each water closet stall that will hold at least two rolls and allow easy, unrestricted dispensing.
3. A coat hook on the inside face of the door to each water closet stall and on several wall locations by the lavatories.
4. At least one modern paper towel dispenser, soap dispenser, and waste receptacle for every two lavatories.
5. A coin-operated sanitary napkin dispenser in women's restrooms with a waste receptacle in each water closet stall.
6. A disposable toilet seat cover dispenser.
7. A counter area of at least 2 feet, 0 inches in length, exclusive of the lavatories (however, it may be attached to the lavatories) with a mirror above and a ground-fault interrupter-type convenience outlet located adjacent to the counter area. The counter should be installed to minimize pooling or spilling of water at the front edge.
8. A floor drain.
9. For new installations and major renovations, restroom partitions shall be made from recovered materials as listed in EPA's CPG.

3.39 PLUMBING FIXTURES: WATER CONSERVATION (OCT 2016)

The specifications listed under sub-paragraphs A through C apply for:

1. New installations of plumbing fixtures,
2. Replacement of existing plumbing fixtures, or
3. Existing non-conforming fixtures where the Government occupies the full floor.

- A. Water closets must conform to EPA WaterSense or fixtures with equivalent flush volumes must be utilized.
- B. Urinals must conform to EPA WaterSense or fixtures with equivalent flush volumes must be utilized. Waterless urinals are acceptable.
- C. Faucets must conform to EPA WaterSense or fixtures with equivalent flow rates must be utilized.

Information on EPA WaterSense fixtures can be found at [HTTP://WWW.EPA.GOV/WATERSENSE/](http://www.epa.gov/watersense/).

3.40 JANITOR CLOSETS (SEP 2015)

Janitor closets shall meet all local codes and ordinances. When not addressed by local code, Lessor shall provide containment drains plumbed for appropriate disposal of liquid wastes in spaces where water and chemical concentrate mixing occurs for maintenance purposes. Disposal is not permitted in restrooms.

3.41 HEATING, VENTILATION, AND AIR CONDITIONING - SHELL (OCT 2016)

A. Central HVAC systems shall be installed and operational, including, as appropriate, main and branch lines, VAV boxes, dampers, flex ducts, and diffusers, for an open office layout, including all Building common areas. The Lessor shall provide conditioned air through medium pressure duct work at a rate of .75 cubic feet per minute per ABOA SF and systems shall be designed with sufficient systems capacity to meet all requirements in this Lease.

B. Areas having excessive heat gain or heat loss, or affected by solar radiation at different times of the day, shall be independently controlled.

C. Equipment Performance. Temperature control for office Spaces shall be provided by concealed central heating and air conditioning equipment. The equipment shall maintain Space temperature control over a range of internal load fluctuations of plus 0.5 W/SF to minus 1.5 W/SF from initial design requirements of the tenant.

D. Ductwork Re-use and Cleaning. Any ductwork to be reused and/or to remain in place shall be cleaned, tested, and demonstrated to be clean in accordance with the standards set forth by NADCA. The cleaning, testing, and demonstration shall occur immediately prior to Government occupancy to avoid contamination from construction dust and other airborne particulates.

E. During working hours in periods of heating and cooling, ventilation shall be provided in accordance with the latest edition of the American National Standards Institute, American Society of Heating, Refrigeration and Air-Conditioning Engineers (ANSI/ASHRAE) Standard 62.1, Ventilation for Acceptable Indoor Air Quality.

F. Heating and air-conditioning air distribution systems (air handling units, VAV boxes, fan coil units, etc.) for the Space shall be equipped with particulate matter air filters that meet the Minimum Efficiency Reporting Value (MERV) specified in the current edition of ANSI/ASHRAE Standard 62.1. Locations that do not meet the EPA National Ambient Air Quality Standards (NAAQS) for particulates (PM 10 or PM 2.5) must be equipped with additional filtration on outdoor air intakes as required in ANSI/ASHRAE Standard 62.1. NAAQS information can be found at [HTTPS://WWW.EPA.GOV/GREEN-BOOK](https://www.epa.gov/green-book).

G. Restrooms shall be properly exhausted, with a minimum of 10 air changes per hour.

H. INTENTIONALLY DELETED

3.42 TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (SEP 2015)

A. Sufficient space shall be provided on the floor(s) where the Government occupies Space for the purposes of terminating telecommunications service into the Building. The Building's telecommunications closets located on all floors shall be vertically-stacked. Telecommunications switch rooms, wire closets, and related spaces shall be enclosed. The enclosure shall not be used for storage or other purposes and shall have door(s) fitted with an automatic door-closer and deadlocking latch bolt with a minimum throw of 1/2 inch. The telephone closets shall include a telephone backboard.

B. Telecommunications switch rooms, wire closets, and related spaces shall meet applicable Telecommunications Industry Association (TIA) and Electronic Industries Alliance (EIA) standards. These standards include the following:

1. TIA/EIA-568, Commercial Building Telecommunications Cabling Standard,
2. TIA/EIA 569, Commercial Building Standard for Telecommunications Pathways and Spaces,
3. TIA/EIA-570, Residential and Light Commercial Telecommunications Wiring Standard, and
4. TIA/EIA-607, Commercial Building Grounding and Bonding Requirements for Telecommunications Standard.

C. Telecommunications switch rooms, wire closets, and related spaces shall meet applicable NFPA standards. Bonding and grounding shall be in accordance with NFPA Standard 70, National Electrical Code, and other applicable NFPA standards and/or local code requirements.

3.43 TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (JUN 2012)

A. The Government may elect to contract its own telecommunications (voice, data, video, Internet or other emerging technologies) service in the Space. The Government may contract with one or more parties to have INS wiring (or other transmission medium) and telecommunications equipment installed.

B. The Lessor shall allow the Government's designated telecommunications providers access to utilize existing Building wiring to connect its services to the Government's Space. If the existing Building wiring is insufficient to handle the transmission requirements of the Government's designated telecommunications providers, the Lessor shall provide access from the point of entry into the Building to the Government's floor Space, subject to any inherent limitations in the pathway involved.

C. The Lessor shall allow the Government's designated telecommunications providers to affix telecommunications antennas (high frequency, mobile, microwave, satellite, or other emerging technologies), subject to weight and wind load conditions, to roof, parapet, or Building envelope as required. Access from the antennas to the Premises shall be provided.

D. The Lessor shall allow the Government's designated telecommunications providers to affix antennas and transmission devices throughout the Space and in appropriate common areas frequented by the Government's employees to allow the use of cellular telephones and communications devices necessary to conduct business.

3.44 LIGHTING: INTERIOR AND PARKING - SHELL (OCT 2016)

NOTE: FOR PRICING ESTIMATING PURPOSES, FIXTURES WILL BE INSTALLED AT THE AVERAGE RATIO OF 1 FIXTURE PER 80 ABOA SF.

A. INTERIOR FIXTURES: High efficiency T-8, T-5, or LED light fixtures (and associated ballasts or drivers) shall be installed as either ceiling grid or pendant mounted for an open-office plan. Ceiling grid fixtures shall be either 2' wide by 4' long or 2' wide by 2' long. Lessor shall provide, as part of Shell Rent, a minimum overall lighting fixture efficiency of 85 percent. Lamps shall maintain a uniform color level throughout the lease term.

B. LIGHTING LEVELS: Fixtures shall have a minimum of two tubes and shall provide 50 foot-candles at desktop level (30" above finished floor) with a maximum uniformity ratio of 1.5:1. Lessor shall provide, as part of Shell Rent, 10 average foot-candles in all other Building areas within the Premises with a uniformity ratio of 4:1. Emergency egress lighting levels shall be provided in accordance with the local applicable building codes (but not less than 1 foot-candle) by either an onsite emergency generator or fixture mounted battery packs.

C. POWER DENSITY:

Existing Buildings: The maximum fixture power density shall not exceed 1.4 watts per ABOA SF.

New Construction: The maximum fixture power density shall not exceed 1.1 watts per ABOA SF.

D. DAYLIGHTING CONTROLS: If the Lease is more than 10,000 ABOA SF, the Lessor shall provide daylight dimming controls in atriums or within 15 feet of windows and skylights where daylight can contribute to energy savings. Daylight harvesting sensing and controls shall be either integral to the fixtures or ceiling mounted and shall maintain required lighting levels in work spaces.

E. OCCUPANCY/VACANCY SENSORS: The Lessor shall provide ceiling mount occupancy sensors, or vacancy sensors (preferred), or scheduling controls through the building automation system (BAS) throughout the Space in order to reduce the hours that the lights are on when a particular space is unoccupied. No more than 1,000 square feet shall be controlled by any one sensor. Occupancy sensors in enclosed rooms shall continue to operate after the BAS has shutdown the building at the end of the workday.

F. BUILDING PERIMETER:

1. Exterior parking areas, vehicle driveways, pedestrian walks, and the Building perimeter lighting levels shall be designed per Illuminating Engineering Society (IES) standards. Provide 5 foot-candles for doorway areas, 3 foot-candles for transition areas and at least 1 foot-candle at the surface throughout the parking lot. Parking lot fixtures shall provide a maximum to minimum uniformity ratio of 15:1 and a maximum to average uniformity ratio of 4:1.

2. If the leased space is 100 percent occupied by Government tenants, all exterior parking lot fixtures shall be "Dark Sky" compliant with no property line trespass.

G. PARKING STRUCTURES: The minimum illuminance level for parking structures is 5 foot-candles as measured on the floor with a uniformity ratio of 10:1.

H. PARKING SENSORS: If the leased space is 100 percent occupied by Government tenants, exterior parking area and parking structure lighting shall be sensor or BAS controlled in order that it may be programmed to produce reduced lighting levels during non use. This non-use time period will normally be from 11:00 pm to 6:00 am.

I. EXTERIOR POWER BACKUP: Exterior egress, walkway, parking lot, and parking structure lighting must have emergency power backup to provide for safe evacuation of the Building.

3.45 ACOUSTICAL REQUIREMENTS (JUN 2012)

A. Reverberation Control: Private office and conference rooms using suspended acoustical ceilings shall have a noise reduction coefficient (NRC) of not less than 0.65 in accordance with ASTM C-423. Open office using suspended acoustical ceilings shall have an NRC of not less than

0.75. Private offices, conference rooms, and open offices using acoustical cloud or acoustical wall panels with a minimum of 70% coverage shall have an NRC of not less than 0.85.

B. Ambient Noise Control. Ambient noise from mechanical equipment shall not exceed noise criteria curve (NC) 35 in accordance with the ASHRAE Handbook of Fundamentals in offices and conference rooms; NC 40 in corridors, cafeterias, lobbies, and restrooms; NC 50 in other spaces.

C. Noise Isolation. Rooms separated from adjacent spaces by ceiling high partitions (not including doors) shall not be less than the following noise isolation class (NIC) standards when tested in accordance with ASTM E-336:

Conference rooms: NIC 40
Offices: NIC 35

D. Testing. The LCO may require, at Lessor's expense, test reports by a qualified acoustical consultant showing that acoustical requirements have been met.

3.46 ~~SECURITY FOR NEW CONSTRUCTION (NOV 2005)~~ INTENTIONALLY DELETED

3.47 ~~SEISMIC SAFETY FOR NEW CONSTRUCTION (SEP 2012)~~ INTENTIONALLY DELETED

3.48 ~~FIRE PROTECTION FOR NEW CONSTRUCTION (APR 2015)~~ INTENTIONALLY DELETED

3.49 ~~GREEN BUILDING RATING CERTIFICATION FOR NEW CONSTRUCTION (OCT 2016)~~ INTENTIONALLY DELETED

3.50 ~~GREEN BUILDING RATING CERTIFICATION FOR TENANT INTERIORS (OCT 2016)~~ INTENTIONALLY DELETED

3.51 ~~INDOOR AIR QUALITY DURING CONSTRUCTION (OCT 2016)~~

A. The Lessor shall provide to the Government safety data sheets (SDS) or other appropriate documents upon request, but prior to installation or use for the following products, including but not limited to, adhesives, caulking, sealants, insulating materials, fireproofing or fire stopping materials, paints, carpets, floor and wall patching or leveling materials, lubricants, clear finishes for wood surfaces, janitorial cleaning products, and pest control products.

B. The LCO may eliminate from consideration products with significant quantities of toxic, flammable, corrosive, or carcinogenic material and products with potential for harmful chemical emissions. Materials used often or in large quantities will receive the greatest amount of review.

C. INTENTIONALLY DELETED

D. To the greatest extent possible, the Lessor shall sequence the installation of finish materials so that materials that are high emitters of volatile organic compounds (VOCs) are installed and allowed to cure before installing interior finish materials, especially soft materials that are woven, fibrous, or porous in nature, that may adsorb contaminants and release them over time.

E. Where demolition or construction work occurs adjacent to occupied Space, the Lessor shall erect appropriate barriers (noise, dust, odor, etc.) and take necessary steps to minimize interference with the occupants. This includes maintaining acceptable temperature, humidity, and ventilation in the occupied areas during window removal, window replacement, or similar types of work.

F. HVAC during Construction: If air handlers are used during construction, the Lessor shall provide filtration media with a MERV of 8 at each return air grill, as determined by the latest edition of ASHRAE Standard 52.2, Method of Testing General Ventilation Air Cleaning Devices for Removal Efficiency by Particle Size. The permanent HVAC system may be used to move both supply and return air during the construction process only if the following conditions are met:

1. A complete air filtration system with 60 percent efficiency filters is installed and properly maintained;
2. No permanent diffusers are used;
3. No plenum type return air system is employed;
4. The HVAC duct system is adequately sealed to prevent the spread of airborne particulate and other contaminants; and
5. Following the Building "flush out," all duct systems are vacuumed with portable high-efficiency particulate arrestance (HEPA)

vacuums and documented clean in accordance with National Air Duct Cleaners Association (NADCA) specifications.

G. Flush-Out Procedure:

1. HVAC flush-out shall commence after construction ends and the Building has been completely cleaned. All interior finishes, such as millwork, doors, paint, carpet, acoustic tiles, and movable furnishings (e.g., workstations, partitions), must be installed, and major VOC punch list items must be finished.

2. Prior to occupancy, Lessor shall install new filtration media and perform a building flush-out by supplying a total air volume of 14,000 cubic feet of outdoor air per square foot of gross floor area while maintaining an internal temperature of at least 60°F (15°C) and no higher than 80°F (27°C) and relative humidity no higher than 60%.

3. If the LCO determines that occupancy is required before flush-out can be completed, the Space may be occupied only after delivery of a minimum of 3,500 cubic feet of outdoor air per square foot of gross floor area while maintaining an internal temperature of at least 60°F (15°C) and no higher than 80°F (27°C) and relative humidity no higher than 60%. Once the Space is occupied, it must be ventilated at a minimum rate of 0.30 cubic foot per minute (cfm) per square foot of outdoor air or greater. During each day of the flush-out period, ventilation must begin at least three hours before occupancy and continue during occupancy. These conditions must be maintained until a total of 14,000 cubic feet per square foot of outdoor air (4 270 liters of outdoor air per square meter) has been delivered to the space.

3.52 SYSTEMS COMMISSIONING (APR 2011)

The Lessor shall incorporate commissioning requirements to verify that the installation and performance of energy consuming systems meet the Government's project requirements. The commissioning shall cover only work associated with TIs or alterations or at a minimum: heating, ventilating, air conditioning and refrigeration (HVAC&R) systems and associated controls, lighting controls, and domestic hot water systems.

3.53 ~~DUE DILIGENCE AND NATIONAL ENVIRONMENTAL POLICY ACT REQUIREMENTS—LEASE (SEP 2014) INTENTIONALLY DELETED~~

3.54 ~~NATIONAL HISTORIC PRESERVATION ACT REQUIREMENTS—LEASE (SEP 2014) INTENTIONALLY DELETED~~

3.55 ~~DESIGN EXCELLENCE—LEASE (OCT 2016) INTENTIONALLY DELETED~~

SECTION 4 DESIGN, CONSTRUCTION, AND POST AWARD ACTIVITIES

4.01 SCHEDULE FOR COMPLETION OF SPACE (OCT 2016)

Design and construction activities for the Space shall commence upon Lease award. The Lessor shall schedule the following activities to achieve timely completion of the work required by this Lease:

A. Government-Provided Design Intent Drawings (DIDs): The Government shall prepare and provide to the Lessor the Government's approved DIDs based upon the base Building documents provided by the Lessor as required in the paragraph titled "Documents Incorporated in the Lease" paragraph of this Lease. These DIDs will detail the TIs to be made by the Lessor within the Space. DIDs shall be due to the Lessor within 15 Working Days from award.

B. DIDs. For the purposes of this Lease, DIDs are defined as layout line drawings of the leased Space, reflecting all Lease requirements, showing partitions and doors; schematic demolition; voice, data, and electrical outlet locations; finishes; generic furniture layout, and any additional details necessary to communicate the design intent to the lessor's architect for the purpose of preparing the construction documents (CDs). A full DID set shall include the following elements:

Level 1:

1. Cover Sheet;
2. Demolition Plan (if applicable);
3. Construction (Partition) Plan;
4. Power/Communication (Electrical) Plan;
5. Furniture Plan; and
6. Finish Plan.

Level 2:

In addition to Level 1 DIDs, which are provided as part of shell rent, the DID set will also include the following Level 2 elements:

1. Reflected Ceiling Plan;
2. Interior Elevations;
3. Interior Sections;
4. Partition Type/ Section Plan; and
5. Door/Hardware Schedule

C. INTENTIONALLY DELETED

D. The Lessor's preparation and submission of construction documents (CDs): The Lessor as part of the TI must complete CDs conforming to the approved DIDs not later than 15 Working Days following the approval of DIDs. The pricing for this work is included under the A/E fees established under Section 1 of the Lease. If during the preparation of CDs the Lessor becomes aware that any material requirement indicated in the approved DIDs cannot be reasonably achieved, the Lessor shall promptly notify GSA, and shall not proceed with completion of CDs until direction is received from the LCO. The LCO shall provide direction within 10 Working Days of such notice, but the Government shall not be responsible for delays to completion of CDs occasioned by such circumstances. For the purpose of this paragraph, a "material requirement" shall mean any requirement necessary for the Government's intended use of the Space as provided for in, or reasonably inferable from, the Lease and the approved DIDs (e.g., number of workstations and required adjacencies).

E. Government review of CDs: The Government shall have 10 Working Days to review CDs before Lessor proceeds to prepare a TI price proposal for the work described in the CDs. At any time during this period of review, the Government shall have the right to require the Lessor to modify the CDs to enforce conformance to Lease requirements and the approved DIDs.

F. The Lessor's preparation and submission of the TI price proposal: The Lessor shall prepare and submit a complete TI price proposal in accordance with this Lease within 15 Working Days following the end of the Government CD review period.

G. The Lessor's preparation and submission of the BSAC price proposal: The Lessor shall prepare and submit a complete BSAC price proposal in accordance with this Lease within 10 Working Days following the end of the Government CD review period.

H. Negotiation of TI and BSAC price proposals and issuance of notice to proceed (NTP): The Government shall issue NTP within 10 Working Days following the submission of the TI and BSAC price proposals, unless these have been priced as turnkey, provided that price proposals conform to the requirements of the Lease and the parties negotiate a fair and reasonable price.

I. Construction of TIs and completion of other required construction work: The Lessor shall complete all work required to prepare the Premises as required in this Lease ready for use not later than 90 Working days following issuance of NTP.

4.02 CONSTRUCTION DOCUMENTS (SEP 2012)

The Lessor's CDs shall include all mechanical, electrical, plumbing, fire protection, life safety, lighting, structural, security, and architectural improvements scheduled for inclusion into the Space. CDs shall be annotated with all applicable specifications. CDs shall also clearly identify TIs

already in place and the work to be done by the Lessor or others. Notwithstanding the Government's review of the CDs, the Lessor is solely responsible and liable for their technical accuracy and compliance with all applicable Lease requirements.

4.03 TENANT IMPROVEMENTS PRICE PROPOSAL (OCT 2016)

A. The Lessor's TI price proposal shall be supported by sufficient cost or pricing data to enable the Government to evaluate the reasonableness of the proposal, or documentation that the Proposal is based upon competitive proposals (as described below) obtained from entities not affiliated with the Lessor. Any work shown on the CDs that is required to be included in the Building shell rent or already priced as BSAC shall be clearly identified and excluded from the TI price proposal. After negotiation and acceptance of the TI price, GSA shall issue a NTP to the Lessor.

B. Under the provisions of FAR Subpart 15.4, the Lessor shall submit a TI price proposal with information that is adequate for the Government to evaluate the reasonableness of the price or determining cost realism for the TIs within the time frame specified in this section. The TI price proposal shall use the fee rates specified in the "Tenant Improvement Fee Schedule" paragraph of this Lease. The Lessor shall exclude from the TI price proposal all costs for fixtures and/or other TIs already in place, provided the Government has accepted same. However, the Lessor will be reimbursed for costs to repair or improve the fixture(s) and/or any other improvements already in place. The Lessor must provide certified cost or pricing data for TI proposals exceeding the threshold in FAR 15.403-4, to establish a fair and reasonable price. For TI proposals that do not exceed the threshold in FAR 15-403-4, the Lessor shall submit adequate documentation to support the reasonableness of the price proposal as determined by the LCO.

C. The TIs scope of work includes the Lease, the DIDs, the CDs, and written specifications. In cases of discrepancies, the Lessor shall immediately notify the LCO for resolution. All differences will be resolved by the LCO in accordance with the terms and conditions of the Lease.

D. In lieu of requiring the submission of detailed cost or pricing data as described above, the Government (in accordance with FAR 15.403) is willing to negotiate a price based upon the results of a competitive proposal process. A minimum of two qualified General Contractors (GCs) shall be invited by the Lessor to participate in the competitive proposal process. Each participant shall compete independently in the process. In the absence of sufficient competition from the GCs, a minimum of two qualified subcontractors from each trade of the Tenant Improvement Cost Summary (TICS) Table (described below) shall be invited to participate in the competitive proposal process.

E. Each TI proposal shall be (1) submitted by the proposed General Contractors (or subcontractors) using the TICS Table in CSI Masterformat; (2) reviewed by the Lessor prior to submission to the Government to ensure compliance with the scope of work (specified above) and the proper allocation of shell and TI costs; and (3) reviewed by the Government. General Contractors shall submit the supporting bids from the major subcontractors along with additional backup to the TICS Table in a format acceptable to the Government. Backup will follow the TICS table Master format cost elements and be to level 5 as described in P-120, Project Estimating Requirements for the Public Buildings Service.

F. Unless specifically designated in this Lease as a TI or BSAC cost, all construction costs shall be deemed to be included in the Shell Rent. Any costs in the GC's proposal for Building shell items shall be clearly identified on the TICS Table separately from the TI costs.

G. The Government reserves the right to determine if bids meet the scope of work, that the price is reasonable, and that the Lessor's proposed contractors are qualified to perform the work. The Government reserves the right to reject all bids at its sole discretion. The Government reserves the right to attend or be represented at all negotiation sessions between the Lessor and potential contractors.

H. The Lessor shall demonstrate to the Government that best efforts have been made to obtain the most competitive prices possible, and the Lessor shall accept responsibility for all prices through direct contracts with all contractors. The LCO shall issue to the Lessor a NTP with the TIs upon the Government's sole determination that the Lessor's proposal is acceptable. The Lessor shall complete the work within the time frame specified in this section of the Lease.

4.04 BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) PRICE PROPOSAL (SEP 2015)

The Lessor's BSAC price proposal shall be supported by sufficient cost or pricing data to enable the Government to evaluate the reasonableness of the proposal, or documentation that the Proposal is based upon competitive proposals. The pricing shall be submitted using the Security Unit Price List (SecUP).

4.05 GREEN LEASE SUBMITTALS (OCT 2016)

The Lessor shall submit to the LCO:

- A. Product data sheets for floor coverings, paints and wall coverings, ceiling materials, all adhesives, wood products, suite and interior doors, subdividing partitions, wall base, door hardware finishes, window coverings, millwork substrate and millwork finishes, lighting and lighting controls, and insulation to be used within the leased Space. This information must be submitted NO LATER THAN the submission of the DIDs, if applicable.
- B. SDS or other appropriate documents upon request for products listed in the Lease. All SDS shall comply with Occupational Safety and Health Administration (OSHA) requirements for the Globally Harmonized System of Classification and Labeling of Chemicals (GHS). The Lessor and its agents shall comply with all recommended measures in the SDS to protect the health and safety of personnel.
- C. Re-use plan required in accordance with the "Existing Fit-out, Salvaged, or Re-used Building Material" paragraph in the Lease.
- D. Any waiver needed when not using materials from the Green Procurement Compilation list of acceptable products in accordance with the "Environmentally Preferable Product Requirements" paragraph in the Lease.
- E. Radon test results as may be required by the "Radon in Air" and "Radon in Water" paragraphs in the Lease.

- F. Construction waste management plan: Prior to construction commencement, a proposed plan following industry standards to recycle construction waste. The construction waste management plan shall quantify material diversion goals and maximize the materials to be recycled and/or salvaged (at least 50 percent) from construction, demolition, and packaging debris. Where the small quantity of material, the extraordinarily complex nature of the waste disposal method, or prohibitive expense for recycling would represent a genuine hardship, the Government, upon written request of the Lessor and approval of the LCO, may permit alternative means of disposal.
- G. Building recycling service plan: A Building recycling service plan with floor plans annotating recycling area(s) as part of DIDs, if applicable, to be reflected on the CD submission.
- H. A signed statement from the Lessor for the leased Space explaining how all HVAC systems serving the leased Space will achieve the desired ventilation of the Space during the flush-out period called for in the Lease.
- I. A written commissioning plan submitted to the LCO prior to the completion of DIDs, if applicable, that includes:
1. A schedule of systems commissioning (revised as needed during all construction phases of the project, with such revisions provided to the LCO immediately); and
 2. A description of how commissioning requirements will be met and confirmed.
- J. INTENTIONALLY DELETED
- K. If renewable source power is purchased, documentation within 9 months of occupancy.

4.06 CONSTRUCTION SCHEDULE AND INITIAL CONSTRUCTION MEETING (APR 2011)

The Lessor shall furnish a detailed construction schedule (such as Critical Path Method) to the Government within 5 Working Days of issuance of the NTP. Such schedule shall also indicate the dates available for Government contractors to install telephone/data lines or equipment, if needed. Within 5 Working Days of NTP, the Lessor shall initiate a construction meeting. The Lessor will have contractor representatives including its architects, engineers, general contractor and sub-contractor representatives in attendance. The Lessor shall keep meeting minutes of discussion topics and attendance.

4.07 PROGRESS REPORTS (JUN 2012)

After start of construction, the Lessor shall submit to the LCO written progress reports at intervals of 5 Working Days. Each report shall include information as to the percentage of the work completed by phase and trade; a statement as to expected completion and occupancy dates; changes introduced into the work; and general remarks on such items as material shortages, strikes, weather, etc., that may affect timely completion. In addition, at the Government's discretion, the Lessor shall conduct meetings every two weeks to brief Government personnel and/or contractors regarding the progress of design and construction of the Space. The Lessor shall be responsible for taking and distributing minutes of these meetings.

4.08 CONSTRUCTION INSPECTIONS (SEP 2015)

A. The LCO or the LCO's designated technical representative may periodically inspect construction work to review compliance with Lease requirements and approved DIDs, if applicable.

B. Periodic reviews, witnessing of tests, and inspections by the Government shall not constitute approval of the Lessor's apparent progress toward meeting the Government's objectives but are intended to discover any information which the LCO may be able to call to the Lessor's attention to prevent costly misdirection of effort. The Lessor shall remain responsible for designing, constructing, operating, and maintaining the Building in full accordance with the requirements of the Lease.

4.09 ACCESS BY THE GOVERNMENT PRIOR TO ACCEPTANCE (SEP 2013)

The Government shall have the right to access any space within the Building during construction for the purposes of performing inspections or installing Government furnished equipment. The Government shall coordinate the activity of Government contractors with the Lessor to minimize conflicts with and disruption to other contractors on site. Access shall not be unreasonably denied to authorized Government officials including, but not limited to, Government contractors, subcontractors, or consultants acting on behalf of the Government on this project.

4.10 ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (SEP 2015)

A. Ten (10) Working Days prior to the completion of the Space, the Lessor shall issue written notice to the Government to schedule the inspection of the Space for acceptance. The Government shall accept the Space only if the construction of Building shell and TIs conforming to this Lease and the approved DIDs, if applicable, is substantially complete, a Certificate of Occupancy (C of O) has been issued as set forth below, and the Building improvements necessary for acceptance as described in the paragraph "Building Improvements" are completed.

B. The Space shall be considered substantially complete only if the Space may be used for its intended purpose, and completion of remaining work will not interfere unreasonably with the Government's enjoyment of the Space. Acceptance shall be final and binding upon the Government with respect to conformance of the completed TIs to the approved DIDs, with the exception of items identified on a punch list generated as a result of the inspection, concealed conditions, latent defects, or fraud, but shall not relieve the Lessor of any other Lease requirements.

C. The Lessor shall provide a valid C of O, issued by the local jurisdiction, for the intended use of the Government. If the local jurisdiction does not issue C of O's or if the C of O is not available, the Lessor may satisfy this condition by providing a report prepared by a licensed fire protection

engineer that indicates the Space and Building are compliant with all applicable local codes and ordinances and all fire protection and life safety-related requirements of this Lease.

D. The Government will not be required to accept space prior to the schedule outlined in this Lease.

4.11 LEASE TERM COMMENCEMENT DATE AND RENT RECONCILIATION (JUN 2012)

At acceptance, the Space shall be measured in accordance with the standards set forth in this Lease to determine the total ABOA SF in the Space. The rent for the Space will be adjusted based upon the measured ABOA square footage as outlined under the Payment clause of the General Clauses. At acceptance, the Lease term shall commence. The Lease Term Commencement Date, final measurement of the Premises, reconciliation of the annual rent, and amount of Commission Credit, if any, shall be memorialized by Lease Amendment.

4.12 AS-BUILT DRAWINGS (JUN 2012)

Not later than 30 days after the acceptance of the Space, the Lessor, at Lessor's expense, shall furnish to the Government a complete set of Computer Aided Design (CAD) files of as-built floor plans showing the Space under Lease, as well as corridors, stairways, and core areas. The plans shall have been generated by a CAD program which is compatible with the latest release of AutoCAD. The required file extension is ".DWG." Clean and purged files shall be submitted in a digital format. They shall be labeled with Building name, address, list of drawing(s), date of the drawing(s), and Lessor's architect and architect's phone number. The Lessor's operator shall demonstrate the submission on GSA equipment, if requested by the LCO.

4.13 LIQUIDATED DAMAGES (JUN 2012)

In case of failure on the part of the Lessor to complete the work within the time fixed in the Lease, the Lessor shall pay the Government as fixed and agreed liquidated damages in the amount of one day's rent for each and every calendar day that the delivery is delayed beyond the date specified for delivery of all the Space ready for occupancy by the Government. This remedy is not exclusive and is in addition to any other remedies which may be available under this Lease or at law. This liquidated sum is not meant as a penalty, but as an approximation of actual damages that would be suffered by the Government because of the Lessor's delay.

4.14 SEISMIC RETROFIT (SEP 2013)-INTENTIONALLY DELETED

4.15 LESSOR'S PROJECT MANAGEMENT FEE (SEP 2013)

A. The Lessor's project management fee shall cover all of the Lessor's project management costs associated with the delivery of Tenant Improvements, including, but not limited to:

1. Legal fees
2. Travel costs
3. Insurance
4. Home office overhead and other indirect costs
5. Carrying costs, exclusive of the TI amortization rate. Carrying costs are those costs of capital incurred for the delivery of TI, for the period starting from Lessor's outlay of funds, until the Lease Term Commencement Date.
6. Municipal, county, or state fees (not related to sales tax)
7. TI proposal preparation costs
8. Lessor's labor costs related to the management of the TI build-out.

B. At a minimum, the Lessor shall be responsible for performing the following services in order to receive the project management fee:

1. Provide assistance and expertise to the Government project team in the form of coordination, management, and administration of the design and construction process;
2. Monitor performance of the general contractor and other contractors, control schedules, and oversee financial accounts;
3. Conduct and document design and construction project meetings;
4. Perform administrative tasks, including documentation, record keeping (issuing meeting minutes), and payment validation in addition to submittal and change order processing;
5. Maintain Request for Information (RFI), submittal, and change order logs; and
6. Provide technical expertise (e.g. testing, estimating, resolving claims, or responding to inquiries).

SECTION 5 TENANT IMPROVEMENT COMPONENTS

5.01 TENANT IMPROVEMENT REQUIREMENTS (OCT 2016)

The TIs shall be designed, constructed, and maintained in accordance with the standards set forth in this Lease. For pricing, only those requirements designated within this Section 5, or designated as TIs within the attached agency requirements and Security Requirements, shall be deemed to be TI costs.

5.02 ~~TENANT IMPROVEMENT SPECIFICATIONS (SEP 2016)~~ INTENTIONALLY DELETED

5.03 FINISH SELECTIONS (SEP 2015)

The Lessor must consult with the Government prior to developing a minimum of three (3) finish options to include coordinated samples of finishes for all interior elements such as paint, wall coverings, base coving, carpet, window treatments, laminates, and flooring. All samples provided must comply with specifications set forth elsewhere in this Lease. All required finish option samples must be provided at no additional cost to the Government within 10 Working Days after initial submission of DIDs, if applicable. GSA must deliver necessary finish selections to the Lessor within 10 Working Days after receipt of samples. The finish options must be approved by GSA prior to installation. The Lessor may not make any substitutions after the finish option is selected.

5.04 WINDOW COVERINGS (JUN 2012)

A. Window Blinds. All exterior windows shall be equipped with window blinds in new or like new condition, which shall be provided as part of the TIs. The blinds may be aluminum or plastic vertical blinds, horizontal blinds with aluminum slats of one-inch width or less, solar fabric roller shades, or an equivalent product pre-approved by the Government. The window blinds shall have non-corroding mechanisms and synthetic tapes. Color selection will be made by the Government.

B. Draperies:

1. If draperies are required, they shall be part of the TIs and the following minimum specifications shall apply:

- a. Fabrics shall be lined with either white or off-white plain lining fabric suited to the drapery fabric weight. Draperies shall be floor, apron, or sill length, as specified by the Government, and shall be wide enough to cover window and trim. Draperies shall be hung with drapery hooks on well-anchored heavy duty traverse rods. Traverse rods shall draw from the center, right, or left side.
- b. Construction. Any draperies to be newly installed shall be made as follows:

- i. Fullness of 100 percent, including overlap, side hems, and necessary returns;
- ii. Double headings of 4 inches turned over a 4-inch permanently finished stiffener;
- iii. Doubled side hems of 1-1/2 inches; 4-inch doubled and blind stitched bottom hems;
- iv. Three-fold pinch pleats;
- v. Safety stitched intermediate seams;
- vi. Matched patterns;
- vii. Tacked corners; and,
- viii. No raw edges or exposed seams.

- c. Use of existing draperies must be approved by the Government.

5.05 DOORS: SUITE ENTRY (SEP 2013)

Suite entry doors shall be provided as part of the TIs and shall have a minimum clear opening of 32" wide x 84" high (per leaf). Doors shall meet the requirements of being a flush, solid core, 1-3/4-inch thick, wood door with a natural wood veneer face or an equivalent pre-approved by the Government. Hollow core wood doors are not acceptable. They shall be operable by a single effort; and shall meet the requirement of NFPA 101, Life Safety Code or the International Building Code (current as of the Lease Award Date). Doors shall be installed in a metal frame assembly which is primed and finished with a low VOC semi gloss oil-based paint finish with no formaldehyde.

5.06 DOORS: INTERIOR (SEP 2013)

Doors within the Space shall be provided as part of the TIs and shall have a minimum clear opening of 32" wide x 80" high. Doors shall be flush, solid core, wood with a natural wood veneer face or an equivalent door pre-approved by the LCO. Hollow core wood doors are not acceptable. They shall be operable with a single effort, and shall meet the requirements of NFPA 101, Life Safety Code or the International Building Code (current as of the Lease Award Date). Doors shall be installed in a metal frame assembly which is primed and finished with a low VOC semi-gloss oil-based paint with no formaldehyde.

5.07 DOORS: HARDWARE (SEP 2013)

Doors shall have door handles or door pulls with heavyweight hinges. The Lessor is encouraged to avoid the use of chrome-plated hardware. All doors shall have corresponding doorstops (wall- or floor-mounted) and silencers. All door entrances leading into the Space from public corridors and exterior doors shall have automatic door closers. Doors designated by the Government shall be equipped with 5-pin, tumbler cylinder locks and strike plates. All locks shall be master keyed. Furnish at least two master keys for each lock to the Government. Any exterior entrance shall have a high

security lock, with appropriate key control procedures, as determined by Government specifications. Hinge pins and hasps shall be secured against unauthorized removal by using spot welds or pinned mounting bolts. The exterior side of the door shall have a lock guard or astragal to prevent tampering of the latch hardware. Doors used for egress only shall not have any operable exterior hardware. All security-locking arrangements on doors used for egress shall comply with requirements of NFPA 101 or the International Building Code current as of the Lease Award Date.

5.08 DOORS: IDENTIFICATION (JUN 2012)

Door identification shall be installed in approved locations adjacent to office entrances as part of the TIs. The form of door identification shall be approved by the Government.

5.09 PARTITIONS: SUBDIVIDING (SEP 2015)

A. Office subdividing partitions shall comply with applicable building codes and local requirements and ordinances and shall be provided as part of the TIs. Partitioning shall extend from the finished floor to the finished ceiling and shall be designed to provide a minimum sound transmission class (STC) of 37. Partitioning shall be installed by the Lessor at locations to be determined by the Government as identified in the DIDs, if applicable. They shall have a flame spread rating of 25 or less and a smoke development rating of 450 or less (ASTM E-84).

B. HVAC shall be rebalanced and lighting repositioned, as appropriate, after installation of partitions.

C. If installed in accordance with the "Automatic Fire Sprinkler System" and "Fire Alarm System" paragraphs, sprinklers and fire alarm notification appliances shall be repositioned as appropriate after installation of partitions to maintain the level of fire protection and life safety.

D. Partitioning requirements may be satisfied with existing partitions if they meet the Government's standards and layout requirements.

E. Newly installed gypsum board material must be Greenguard Gold Certified or have 0 grams per liter of VOCs.

5.10 WALL FINISHES (JUN 2012)

If the Government chooses to install a wall covering, the minimum standard is vinyl-free, chlorine-free, plasticizer-free wall covering with recycled content or bio-based commercial wall covering weighing not less than 13 ounces per square yard or equivalent. If the Government chooses to install a high-performance paint coating, it shall comply with the VOC limits of the Green Seal Standard GS-11.

5.11 PAINTING – TI (SEP 2013)

A. Prior to acceptance, all surfaces within the Space which are designated by GSA for painting shall be newly finished in colors acceptable to the Government.

B. The Lessor shall provide interior paints, primers, coatings, stains, and sealers that meet or are equivalent to the Green Seal GS-11 standard that incorporates environmental, health, and performance criteria.

C. The Lessor shall use reprocessed latex paint in accordance with EPA's CPG (Comprehensive Procurement Guidelines) on all painted surfaces where feasible. The type of paint shall be acceptable to the Government.

5.12 FLOOR COVERINGS AND PERIMETERS (APR 2015)

A. Broadloom carpet or carpet tiles shall meet the requirements set forth in the specifications below. Floor perimeters at partitions shall have wood, rubber, vinyl, or carpet base. Floor covering shall be installed in accordance with manufacturing instructions to lay smoothly and evenly.

B. The use of existing carpet may be approved by the Government; however, existing carpet shall be repaired, stretched, and cleaned before occupancy and shall meet the static buildup requirement as stated in the specifications below.

C. Any alternate flooring shall be pre-approved by the Government.

D. SPECIFICATIONS FOR CARPET TO BE NEWLY INSTALLED OR REPLACED

1. Product sustainability and environmental requirements. Floor covering and perimeter products must meet at least one of the environmentally preferable criteria within the non-federal, multi-attribute standards and ecolabels categories, as outlined under the Green Procurement Compilation at WWW.SFTOOL.GOV/GREENPROCUREMENT.

2. Face fiber content. Face yarn must be 100 percent nylon fiber. Loop Pile shall be 100 percent Bulk Continuous Filament (BCF); cut and loop shall be 100 percent BCF for the loop portion and may be BCF or staple for the cut portion; cut pile carpet shall be staple or BCF.

3. Performance requirements for broadloom and modular tile:

a. Static: Less than or equal to 3.5 kV when tested by AATCC Test Method 134 (Step Test Option).

b. Flammability: Meets CPSC-FF-1-70, DOC-FF-1-70 Methenamine Tablet Test criteria.

c. Flooring Radiant Panel Test: Meets NFPA 253 Class I or II depending upon occupancy and fire code when tested under ASTM E-648 for glue down installation.

d. Smoke Density: NBS Smoke Chamber - Less than 450 Flaming Mode when tested under ASTM E-662.

NOTE: Testing must be performed in a NVLAP accredited laboratory.

4. Texture Appearance Retention Rating (TARR). Carpet must meet TARR rating of at least 3.0 TARR for moderate traffic areas such as private offices, and heavy traffic areas such as training space, conference rooms, courtrooms, etc., and at least 3.5 TARR for severe traffic areas, including open office space, cafeteria, corridors and lobbies. The carpet must be evaluated using ASTM D-5252 Hexapod Drum Test as per the commercial carpet test procedure and the TARR classification determined using ASTM D-7330.

5. Carpet reclamation. Reclamation of existing carpet to be determined with potential vendor. When carpet is replaced, submit certification documentation from the reclamation facility to the LCO.

6. Warranty. Submit a copy of the manufacturer's standard warranty to the LCO within the first 60 days of Government occupancy. The Government is to be a beneficiary of the terms of this warranty.

5.13 HEATING AND AIR CONDITIONING (JUN 2012)

Zone Control. Provide individual thermostat control for office Space with control areas not to exceed 1,500 ABOA SF. Interior spaces must be separately zoned. Specialty occupancies (conference rooms, kitchens, etc.) must have active controls capable of sensing Space use and modulating HVAC system in response to Space demand. Areas that routinely have extended hours of operation shall be environmentally controlled through dedicated heating and air conditioning equipment. Special purpose areas (such as photocopy centers, large conference rooms, computer rooms, etc.) with an internal cooling load in excess of 5 tons shall be independently controlled. Provide concealed package air conditioning equipment to meet localized spot cooling of tenant special equipment. Portable space heaters are prohibited.

5.14 ELECTRICAL: DISTRIBUTION (SEP 2015)

A. All electrical, telephone, and data outlets within the Space shall be installed by the Lessor in accordance with the DIDs, if applicable. All electrical outlets shall be installed in accordance with NFPA Standard 70.

B. All outlets within the Space shall be marked and coded for ease of wire tracing; outlets shall be circuited separately from lighting. All floor outlets shall be flush with the plane of the finished floor. Outlet cover colors shall be coordinated with partition finish selections.

C. The Lessor shall in all cases safely conceal outlets and associated wiring (for electricity, voice, and data) to the workstation(s) in partitions, ceiling plenums, in recessed floor ducts, under raised flooring, or by use of a method acceptable to the Government.

5.15 TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (JUN 2012)

Telecommunications floor or wall outlets shall be provided as part of the TIs. At a minimum, each outlet shall house one 4-pair wire jack for voice and one 4-pair wire jack for data. The Lessor shall ensure that all outlets and associated wiring, copper, coaxial cable, optical fiber, or other transmission medium used to transmit telecommunications (voice, data, video, Internet, or other emerging technologies) service to the workstation shall be safely concealed under raised floors, in floor ducts, walls, columns, or molding. All outlets/junction boxes shall be provided with rings and pull strings to facilitate the installation of cable. Some transmission medium may require special conduit, inner duct, or shielding as specified by the Government.

5.16 TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (AUG 2008)

Provide sealed conduit to house the agency telecommunications system when required.

5.17 DATA DISTRIBUTION (JUN 2012)

The Government shall be responsible for the cost of purchasing and installing data cable. The Lessor shall safely conceal data outlets and the associated wiring used to transmit data to workstations in floor ducts, walls, columns, or below access flooring. The Lessor shall provide as part of the TI, outlets with rings and pull strings to facilitate the installation of the data cable. When cable consists of multiple runs, the Lessor shall provide ladder type or other acceptable cable trays to prevent Government-provided cable coming into contact with suspended ceilings or sprinkler piping. Cable trays shall form a loop around the perimeter of the Space such that they are within a 30-foot horizontal distance of any single drop.

5.18 ELECTRICAL, TELEPHONE, DATA FOR SYSTEMS FURNITURE (JUN 2012)

A. The Lessor shall provide as part of the TIs separate data, telephone, and electric junction boxes for the base feed connections to Government provided modular or systems furniture, when such feeds are supplied via wall outlets or floor penetrations. When overhead feeds are used, junction boxes shall be installed for electrical connections. Raceways shall be provided throughout the furniture panels to distribute the electrical, telephone, and data cable. The Lessor shall provide all electrical service wiring and connections to the furniture at designated junction points. Each electrical junction shall contain an 8-wire feed consisting of 3 general purpose 120-V circuits with 1 neutral and 1 ground wire, and a 120-V isolated ground circuit with 1 neutral and 1 isolated ground wire. A 20-ampere circuit shall have no more than 8 general purpose receptacles or 4 isolated ground "computer" receptacles.

B. The Government shall be responsible for the cost of purchasing data and telecommunications cable. Said cable shall be installed and connected to systems furniture by the Lessor/contractor with the assistance and/or advice of the Government or computer vendor. The Lessor shall provide wall mounted data and telephone junction boxes, which shall include rings and pull strings to facilitate the installation of the data and telecommunications cable. When cable consists of multiple runs, the Lessor shall provide ladder-type or other acceptable cable trays to prevent Government provided cable coming into contact with suspended ceilings or sprinkler piping. Cable trays shall form a loop around the perimeter of the Space such that they are within a 30-foot horizontal distance of any single drop. Said cable trays shall provide access to both telecommunications data closets and telephone closets.

C. The Lessor shall furnish and install suitably sized junction boxes near the "feeding points" of the furniture panels. All "feeding points" shall be shown on Government approved design intent drawings. The Lessor shall temporarily cap off the wiring in the junction boxes until the furniture is installed. The Lessor shall make all connections in the power panel and shall keep the circuit breakers off. The Lessor shall identify each circuit with the breaker number and shall identify the computer hardware to be connected to it. The Lessor shall identify each breaker at the panel and identify the devices that it serves.

D. The Lessor's electrical contractor must connect power poles or base feeds in the junction boxes to the furniture electrical system and test all pre-wired receptacles in the systems furniture. Other Government contractors will be installing the data cable in the furniture panels for the terminal and printer locations, installing the connectors on the terminal/printer ends of the cable, and continuity testing each cable. Work shall be coordinated and performed in conjunction with the furniture, telephone, and data cable installers. Much of this work may occur over a weekend on a schedule that requires flexibility and on-call visits. The Lessor must coordinate the application of Certification of Occupancy with furniture installation.

5.19 LIGHTING: INTERIOR AND PARKING – TI (SEP 2015)

A. **FIXTURES:** Once the design intent drawings are approved, the Lessor shall design and provide interior lighting to comply with requirements under the paragraph, "Lighting: Interior and Parking – Shell." Any additional lighting fixtures and/or components required beyond what would have been provided for an open office plan (shell) are part of the TIs.

B. **PENDANT STYLE FIXTURES:** If pendant style lighting fixtures are used, the increase between the number of fixtures required in the Building shell and the Space layout is part of the TIs.

C. **MIXED FIXTURES:** DIDs, if applicable, may require a mixed use of recessed or pendant style fixtures in the Space.

D. **BUILDING PERIMETER:** There may be additional requirements for lighting in exterior parking areas, vehicle driveways, pedestrian walkways, and Building perimeter in the Security Requirements attached to this Lease.

5.20 AUTOMATIC FIRE SPRINKLER SYSTEM - TI (OCT 2016)

Where sprinklers are required in the Space, sprinkler mains and distribution piping in a "protection" layout (open plan) with heads turned down with an escutcheon or trim plate shall be provided as part of Shell rent. Any additional sprinkler fixtures and/or components required in the Space beyond what would have been provided for an open office plan (shell) are part of the TIs.

SECTION 6 UTILITIES, SERVICES, AND OBLIGATIONS DURING THE LEASE TERM

6.01 PROVISION OF SERVICES, ACCESS, AND NORMAL HOURS (JUN 2012)

A. The Government's normal hours of operations are established as 7:00 AM to 6:00 PM, Monday through Friday, with the exception of Federal holidays. Services, maintenance, and utilities shall be provided during these hours. The Government shall have access to the Premises and its Appurtenant Areas at all times without additional payment, including the use, during other than normal hours, of necessary services and utilities such as elevators, restrooms, lights, and electric power. Cleaning shall be performed during normal hours.

B. The Lessor and the Lessor's representatives, employees and contractors shall demonstrate a cooperative, positive, welcoming, respectful, professional and business-like demeanor and shall present a neat, clean, job-appropriate (professional) appearance.

6.02 UTILITIES (APR 2011)

The Lessor is responsible for providing all utilities necessary for base Building and tenant operations as part of the rental consideration.

6.03 ~~UTILITIES SEPARATE FROM RENTAL/BUILDING OPERATING PLAN (AUG 2011)~~ INTENTIONALLY DELETED

6.04 UTILITY CONSUMPTION REPORTING (OCT 2016)

Upon the effective date of the Lease, only for leases over 10,000 RSF, the Lessor shall provide regular quarterly reports for the amount of utilities (including water) consumed at the Building broken down by utility type per month for the duration of the Lease. Lessors shall report this utility consumption data within 45 calendar days of the end of each calendar quarter in the Environmental Protection Agency (EPA) Portfolio Manager online tool [HTTPS://WWW.ENERGYSTAR.GOV/](https://www.energystar.gov/). Data reported includes, but is not limited to, the number of actual units consumed, by utility type per month, and associated start and end date(s) for that consumption.

(Refer to the following link for reporting guidance: www.gsa.gov/ucr)

6.05 HEATING AND AIR CONDITIONING (OCT 2016)

A. In all office areas, temperatures shall conform to local commercial equivalent temperature levels and operating practices in order to maximize tenant satisfaction. These temperatures shall be maintained throughout the leased Premises and service areas, regardless of outside temperatures, during the hours of operation specified in the Lease. The Lessor shall perform any necessary systems start-up required to meet the commercially equivalent temperature levels prior to the first hour of each day's operation. At all times, humidity shall be maintained below 60% relative humidity.

B. During non working hours, heating temperatures shall be set no higher than 55° Fahrenheit, and air conditioning shall not be provided except as necessary to return Space temperatures to a suitable level for the beginning of working hours. Thermostats shall be secured from manual operation by key or locked cage. A key shall be provided to the Government's designated representative.

C. Thermal comfort. During all working hours, comply with the latest edition of ASHRAE Standard 55, Thermal Comfort Conditions for Human Occupancy.

D. Warehouse or garage areas require heating and ventilation only. Cooling of this Space is not required. Temperature of warehouse or garage areas shall be maintained at a minimum of 50° Fahrenheit.

E. The Lessor shall conduct HVAC system balancing after any HVAC system alterations during the term of the Lease and shall make a reasonable attempt to schedule major construction outside of office hours.

F. Normal HVAC systems' maintenance shall not disrupt tenant operations.

G. 120 ABOA SF of the Premises shall receive cooling at all times (24 hrs a day, 365 days a year) for purposes of cooling the designated server room. The peak BTU output of this room is established as 30,727 BTU per hour. The temperature of this room shall be maintained at 64 - 81 degrees F, with humidity control not to exceed 60% relative humidity, regardless of outside temperature or seasonal changes.

6.06 OVERTIME HVAC USAGE (JUN 2012)

A. If there is to be a charge for heating or cooling outside of the Building's normal hours, such services shall be provided at the hourly rates set forth elsewhere in the Lease. Overtime usage services may be ordered by the Government's authorized representative only.

B. When the cost of service is \$3,000 or less, the service may be ordered orally. An invoice shall be submitted to the official placing the order for certification and payment. Orders for services costing more than \$3,000 shall be placed using GSA Form 300, Order for Supplies or Services, or other approved service requisition procurement document. An invoice conforming to the requirements of this Lease shall be submitted to the official placing the order for certification and payment.

C. Failure to submit a proper invoice within 120 days of providing overtime utilities shall constitute a waiver of the Lessor's right to receive any payment for such overtime utilities pursuant to this Lease.

6.07 JANITORIAL SERVICES (JUN 2012)

The Lessor shall maintain the Premises and all areas of the Property to which the Government has routine access in a clean condition and shall provide supplies and equipment for the term of the Lease. The following schedule describes the level of services intended. Performance will be based on the LCO's evaluation of results, not the frequency or method of performance.

- A. Daily. Empty trash receptacles. Sweep entrances, lobbies, and corridors. Spot sweep floors, and spot vacuum carpets. Clean drinking fountains. Sweep and damp mop or scrub restrooms. Clean all restroom fixtures, and replenish restroom supplies. Dispose of all trash and garbage generated in or about the Building. Wash inside and out or steam clean cans used for collection of food remnants from snack bars and vending machines. Dust horizontal surfaces that are readily available and visibly require dusting. Spray buff resilient floors in main corridors, entrances, and lobbies. Clean elevators and escalators. Remove carpet stains. Police sidewalks, parking areas, and driveways. Sweep loading dock areas and platforms. Clean glass entry doors to the Space.
- B. Three times a week. Sweep or vacuum stairs.
- C. Weekly. Damp mop and spray buff all resilient floors in restrooms and health units. Sweep sidewalks, parking areas, and driveways (weather permitting).
- D. Every two weeks. Spray buff resilient floors in secondary corridors, entrance, and lobbies. Damp mop and spray buff hard and resilient floors in office Space.
- E. Monthly. Thoroughly dust furniture. Completely sweep and/or vacuum carpets. Sweep storage Space. Spot clean all wall surfaces within 70 inches of the floor.
- F. Every two months. Damp wipe restroom wastepaper receptacles, stall partitions, doors, window sills, and frames. Shampoo entrance and elevator carpets.
- G. Three times a year. Dust wall surfaces within 70 inches of the floor, vertical surfaces and under surfaces. Clean metal and marble surfaces in lobbies. Wet mop or scrub garages.
- H. Twice a year. Wash all interior and exterior windows and other glass surfaces. Strip and apply four coats of finish to resilient floors in restrooms. Strip and refinish main corridors and other heavy traffic areas.
- I. Annually. Wash all venetian blinds, and dust 6 months from washing. Vacuum or dust all surfaces in the Building more than 70 inches from the floor, including light fixtures. Vacuum all draperies in place. Strip and refinish floors in offices and secondary lobbies and corridors. Shampoo carpets in corridors and lobbies. Clean balconies, ledges, courts, areaways, and flat roofs.
- J. Every two years. Shampoo carpets in all offices and other non-public areas.
- K. Every five years. Dry clean or wash (as appropriate) all draperies.
- L. As required. Properly maintain plants and lawns. Provide initial supply, installation, and replacement of light bulbs, tubes, ballasts, and starters. Provide and empty exterior ash cans and clean area of any discarded cigarette butts.
- M. Pest control. Control pests as appropriate, using Integrated Pest Management techniques, as specified in the GSA Environmental Management Integrated Pest Management Technique Guide (E402-1001).

6.08 SELECTION OF CLEANING PRODUCTS (OCT 2016)

The Lessor shall use cleaning products (including general purpose cleaners, floor cleaners, hand soap, etc.) that comply with either the Green Seal standard, the UL/EcoLogo standard, EPA's Safer Choice designation, or a substitute acceptable to the LCO. Hand soap products shall also be USDA Certified BioPreferred.

6.09 SELECTION OF PAPER PRODUCTS (APR 2015)

The Lessor shall select paper and paper products (e.g., restroom tissue and paper towels) conforming to the Green Seal Standard (GS-1), or a substitute acceptable to the LCO.

6.10 SNOW REMOVAL (APR 2011)

Lessor shall provide snow removal services for the Government on all days for which this Lease has designated normal hours. Lessor shall clear parking lots if the accumulation of snow exceeds two inches. Lessor shall clear sidewalks, walkways and other entrances before accumulation exceeds 1.5 inches. The snow removal shall take place no later than 5:00 AM, without exception. Should accumulation continue throughout the day, the Lessor shall provide such additional snow removal services to prevent accumulation greater than the maximums specified in this paragraph. In addition to snow removal, the Lessor shall keep walkways, sidewalks and parking lots free of ice during the normal hours. The Lessor shall remove excess buildup of sand and/or ice melt to minimize slipping hazards. If the Building entrance(s) has a northern exposure, then Lessor shall take additional measures to protect the safety of pedestrians.

6.11 MAINTENANCE AND TESTING OF SYSTEMS (SEP 2013)

A. The Lessor is responsible for the total maintenance and repair of the leased Premises. Such maintenance and repairs include the site and private access roads. All equipment and systems shall be maintained to provide reliable, energy efficient service without unusual interruption, disturbing noises, exposure to fire or safety hazards, uncomfortable drafts, excessive air velocities, or unusual emissions of dirt. The Lessor's maintenance responsibility includes initial supply and replacement of all supplies, materials, and equipment necessary for such maintenance. Maintenance, testing, and inspection of appropriate equipment and systems shall be done in accordance with current applicable codes, and inspection certificates shall be displayed as appropriate. Copies of all records in this regard shall be forwarded to the Government's designated representative.

B. At the Lessor's expense, the Government reserves the right to require documentation of proper operations, inspection, testing, and maintenance of fire protection systems, such as, but not limited to, fire alarm, fire sprinkler, standpipes, fire pump, emergency lighting, illuminated exit signs, emergency generator, prior to occupancy to ensure proper operation. These tests shall be witnessed by the Government's designated representative.

6.12 MAINTENANCE OF PROVIDED FINISHES (OCT 2016)

A. Paint, wall coverings. Lessor shall maintain all wall coverings and high performance paint coatings in "like new" condition for the life of the Lease. All painted surfaces shall be repainted at the Lessor's expense, including the moving and returning of furnishings, any time during the occupancy by the Government if the paint is peeling or permanently stained, except where damaged due to the negligence of the Government. All work shall be done after normal working hours as defined elsewhere in this Lease. In addition to the foregoing requirement,

1. Lessor shall repaint common areas at least every three years.
2. Lessor shall perform cyclical repainting of the Space every 5 years of occupancy. This cost, including the moving and returning of furnishings, as well as disassembly and reassembly of systems furniture per manufacturer's warranty, shall be at the Lessor's expense.

B. Carpet and flooring.

1. Except when damaged by the Government, the Lessor shall repair or replace flooring at any time during the Lease term when:

- a. Backing or underlayment is exposed;
- b. There are noticeable variations in surface color or texture;
- c. It has curls, upturned edges, or other noticeable variations in texture;
- d. Tiles are loose; or,
- e. Tears or tripping hazards are present.

2. Notwithstanding the foregoing, as part of the rental consideration, the Lessor shall replace all carpet and base coving in the Space every 10 years, with a product which meets the requirements in the "Floor Coverings and Perimeters" paragraph in this Lease.

3. Repair or replacement shall include the moving and returning of furnishings, including disassembly and reassembly of systems furniture per manufacturer's warranty, if necessary. Work shall be performed after the normal hours established elsewhere in this Lease.

6.13 ASBESTOS ABATEMENT (APR 2011)

If asbestos abatement work is to be performed in the Space after occupancy, the Lessor shall submit to the Government the occupant safety plan and a description of the methods of abatement and re-occupancy clearance, in accordance with OSHA, EPA, DOT, state, and local regulations and guidance, at least 4 weeks prior to the abatement work.

6.14 ONSITE LESSOR MANAGEMENT (APR 2011)

The Lessor shall provide an onsite Building superintendent or a locally designated representative available to promptly respond to deficiencies, and immediately address all emergency situations.

6.15 IDENTITY VERIFICATION OF PERSONNEL (OCT 2016)

A. The Government reserves the right to verify identities of personnel with routine and/or unaccompanied access to the Government's Space, including both pre and post occupancy periods. The Lessor shall comply with the agency personal identity verification procedures below that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24 and M-11-11, and Federal Information Processing Standards Publication (FIPS PUB) Number 201, as amended. These policies require the Government to conduct background investigations and make HSPD-12 compliant suitability determinations for all persons with routine or unaccompanied access to Government leased Space. By definition, this includes at a minimum each employee of the Lessor, as well as employees of the Lessor's contractors or subcontractors who will provide building operating services requiring routine access to the Government's leased Space for a period greater than 6 months. The Government may also require this information for the Lessor's employees, contractors, or subcontractors who will be engaged to perform alterations or emergency repairs in the Government's Space.

B. Application Process: The background investigation will be done using the Government's prescribed process. The Lessor must provide information on each of their contractor/personnel meeting the above criteria to the Government, whereupon each identified contractor/personnel will be notified with instructions for completing the identity verification application within a given time frame. The application process will include completing supplemental information forms that must be inputted into the identity verification system in order for the application to be considered complete.

Additionally, the Lessor must ensure prompt completion of the fingerprint process for their contractor/personnel. Email notifications will be sent with instructions on the steps to be taken to schedule an appointment for fingerprinting at an approved regional location along with instructions on how to complete the background investigation application.

C. The Lessor must ensure the Lease Contracting Officer (or the Lease Contracting Officer's designated representative) has all of the requested documentation timely to ensure the completion of the investigation.

D. Based on the information furnished, the Government will conduct background investigations. The Lease Contracting Officer will advise the Lessor in writing if a person fails the investigation, and, effective immediately, that person will no longer be allowed to work or be assigned to work in the Government's Space.

E. Throughout the life of the Lease, the Lessor shall provide the same data for any new employees, contractors, or subcontractors who will be assigned to the Government's space in accordance with the above criteria. In the event the Lessor's contractor or subcontractor is subsequently replaced, the new contractor or subcontractor is not required to have persons re-apply who were cleared through this process while associated with the former contractor or subcontractor in accordance with GSA policy. The Lessor shall require each cleared person to re-apply and obtain a new clearance in accordance with GSA policy.

F. The Lessor is accountable for not allowing contractors to start work without the successful completion of the appropriate background investigation as required by GSA policy.

G. Access Card Retrieval/Return: Upon an Entry on Duty notification, the Government will issue a Personal Identity Verification (PIV) credential that is sometimes referred to as a GSA Access card. Lessors are responsible for all PIV credential issued to their contractors/personnel pursuant to this Lease. Lessors are specifically responsible for ensuring that all GSA PIV access cards are returned to the Lease Contracting Officer or their designee whenever their employees or a contractor no longer require access to the Space (such as When no longer needed for contract performance, upon completion of the Contractor employee's employment, and upon contract completion or termination). Additionally, the Lessor must notify the Lease Contracting Officer or their designee whenever a GSA PIV Access card is lost or stolen in which event the Lessor may be responsible for reimbursing the Government for replacement credentials at the current cost per PIV HSPD12 credential. Unreturned PIV Access cards will be considered as lost or stolen cards.

H. The Government reserves the right to conduct additional background checks on Lessor personnel and contractors with routine access to Government leased Space throughout the term of the Lease to determine who may have access to the Premises.

I. The Lease Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.

J. The Lessor shall insert this paragraph in all subcontracts when the subcontractor is required to have physical access to a federally controlled facility or access to a federal information system.

6.16 SCHEDULE OF PERIODIC SERVICES (JUN 2012)

Within 60 days after occupancy by the Government, the Lessor shall provide the LCO with a detailed written schedule of all periodic services and maintenance to be performed other than daily, weekly, or monthly.

6.17 LANDSCAPING (OCT 2016)

A. Landscape management practices shall prevent pollution by:

1. Employing practices which avoid or minimize the need for fertilizers and pesticides;
2. Prohibiting the use of the 2,4-Dichlorophenoxyacetic Acid (2,4-D) herbicide and organophosphates; and
3. Composting/recycling all yard waste.

B. The Lessor shall use landscaping products with recycled content as required by EPA's CPG for landscaping products. Refer to EPA's CPG web site, [HTTPS://WWW.EPA.GOV/SMM/COMPREHENSIVE-PROCUREMENT-GUIDELINE-CPG-PROGRAM](https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program)

C. INTENTIONALLY DELETED

6.18 LANDSCAPE MAINTENANCE (APR 2011)

Landscape maintenance shall be performed during the growing season at not less than a weekly cycle and shall consist of watering, weeding, mowing, and policing the area to keep it free of debris. Pruning and fertilization shall be done on an as-needed basis. In addition, dead, dying, or damaged plants shall be replaced.

6.19 RECYCLING (JUN 2012)

A. For Leases greater than 10,000 rentable SF, with a Lease term greater than six months, the Lessor shall establish a recycling program for (at a minimum) paper, corrugated cardboard, glass, plastics, and metals where local markets for recovered materials exist.

B. Where state or local law, code, or ordinance requires recycling programs for the Premises, Lessor shall comply with such state and/or local law, code, or ordinance.

C. When implementing any recycling program, the Lessor shall provide an easily accessible, appropriately sized area (2 SF per 1,000 SF of Building gross floor area) that serves the Space for the collection and storage of materials for recycling. Telecom rooms are not acceptable as recycling space. During the Lease term, the Lessor agrees, upon request, to provide the Government with additional information concerning recycling programs maintained in the Building and in the Space.

6.20 RANDOLPH-SHEPPARD COMPLIANCE (SEP 2013)

During the term of the Lease, the Lessor may not establish vending facilities within the leased Space that will compete with any Randolph-Sheppard vending facilities.

6.21 SAFEGUARDING AND DISSEMINATION OF SENSITIVE BUT UNCLASSIFIED (SBU) BUILDING INFORMATION (SEP 2013)

This paragraph applies to all recipients of SBU Building information, including, bidders, awardees, contractors, subcontractors, Lessors, suppliers, and manufacturers.

A. **MARKING SBU.** Contractor-generated documents that contain Building information must be reviewed by GSA to identify any SBU content, before the original or any copies are disseminated to any other parties. If SBU content is identified, the LCO may direct the contractor, as specified elsewhere in this contract, to imprint or affix SBU document markings to the original documents and all copies, before any dissemination.

B. **AUTHORIZED RECIPIENTS.** Building information considered SBU must be protected with access strictly controlled and limited to those individuals having a need to know such information. Those with a need to know may include Federal, state, and local government entities, and nongovernment entities engaged in the conduct of business on behalf of or with GSA. Nongovernment entities may include architects, engineers, consultants, contractors, subcontractors, suppliers, and others submitting an offer or bid to GSA or performing work under a GSA contract or subcontract. Contractors must provide SBU Building information when needed for the performance of official Federal, state, and local government functions, such as for code compliance reviews and for the issuance of Building permits. Public safety entities such as fire and utility departments may require access to SBU Building information on a need to know basis. This paragraph must not prevent or encumber the dissemination of SBU Building information to public safety entities.

C. DISSEMINATION OF SBU BUILDING INFORMATION:

1. **BY ELECTRONIC TRANSMISSION.** Electronic transmission of SBU information outside of the GSA firewall and network must use session (or alternatively file encryption). Sessions (or files) must be encrypted with an approved NIST algorithm, such as Advanced Encryption Standard (AES) or Triple Data Encryption Standard (3DES), in accordance with Federal Information Processing Standards Publication (FIPS PUB) 140-2, Security Requirements for Cryptographic Modules. Encryption tools that meet FIPS 140-2 are referenced on the NIST web page found at the following URL: <http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/1401vend.htm>. All encryption products used to satisfy the FIPS 140-2 requirement should have a validation certificate that can be verified at the <http://csrc.nist.gov/groups/STM/cmvp/validation.html#02>. (Not all vendors of security products that claim conformance with FIPS 140-2 have validation certificates.) Contractors must provide SBU Building information only to authorized representatives of state, Federal, and local government entities and firms currently registered as "active" in the SAM database at <https://www.acquisition.gov> that have a need to know such information. If a subcontractor is not registered in SAM and has a need to possess SBU Building information, the subcontractor shall provide to the contractor its DUNS number or its tax ID number and a copy of its business license.

2. **BY NON-ELECTRONIC FORM OR ON PORTABLE ELECTRONIC DATA STORAGE DEVICES.** Portable electronic data storage devices include but are not limited to CDs, DVDs, and USB drives. Non-electronic forms of SBU Building information include paper documents.

a. **By mail.** Utilize only methods of shipping that provide services for monitoring receipt such as track and confirm, proof of delivery, signature confirmation, or return receipt.

b. **In person.** Contractors must provide SBU Building information only to authorized representatives of state, Federal, and local government entities and firms currently registered as "active" in the SAM database that have a need to know such information.

3. **RECORD KEEPING.** Contractors must maintain a list of the state, Federal, and local government entities and the firms to which SBU is disseminated under sections C1 and C2 of this paragraph. This list must include at a minimum

- a. The name of the state, Federal, or local government entity or firm to which SBU has been disseminated;
- b. The name of the individual at the entity or firm who is responsible for protecting the SBU Building information, with access strictly controlled and limited to those individuals having a need to know such information;
- c. Contact information for the named individual; and
- d. A description of the SBU Building information provided.

Once work is completed, or for leased Space with the submission of the as built drawings, the contractor must collect all lists maintained in accordance with this paragraph, including those maintained by any subcontractors and suppliers, and submit them to the LCO.

D. **RETAINING SBU DOCUMENTS.** SBU Building information (both electronic and paper formats) must be protected, with access strictly controlled and limited to those individuals having a need to know such information.

E. **DESTROYING SBU BUILDING INFORMATION.** SBU Building information must be destroyed such that the marked information is rendered unreadable and incapable of being restored, or returned to the LCO, when no longer needed, in accordance with guidelines provided for media sanitization available at <http://csrc.nist.gov/publications/PubsTC.html#Forensics>. At the Web site, locate SP 800-88, Guidelines for Media Sanitization,

available at [HTTP://CSRC.NIST.GOV/PUBLICATIONS/NISTPUBS/800-88/NISTSP800-88_REV1.PDF](http://CSRC.NIST.GOV/PUBLICATIONS/NISTPUBS/800-88/NISTSP800-88_REV1.PDF) and click on the file name NISTSP800-88_REV1.pdf. From there, you can choose to "Save" or "Download" the file. If SBU Building information is not returned to the LCO, examples of acceptable destruction methods for SBU Building information are burning or shredding hardcopy; physically destroying portable electronic storage devices such as CDs, DVDs, and USB drives; deleting and removing files from electronic recycling bins; and removing material from computer hard drives using a permanent-erase utility such as bit-wiping software or disk crushers.

F. **NOTICE OF DISPOSAL.** The contractor must notify the LCO that all SBU Building information has been destroyed, or returned to the LCO, by the contractor and its subcontractors or suppliers in accordance with section (e) of this paragraph, with the exception of the contractor's record copy. This notice must be submitted to the LCO at the completion of the contract in order to receive final payment. For Leases, this notice must be submitted to the LCO at the completion of the Lease term.

G. **INCIDENTS.** All improper disclosures of SBU Building information must be reported immediately to the LCO and the GSA Incident Response Team Center at gsa-ir@gsa.gov. If the contract provides for progress payments, the LCO may withhold approval of progress payments until the contractor provides a corrective action plan explaining how the contractor will prevent future improper disclosures of SBU Building information. Progress payments may also be withheld for failure to comply with any provision in this paragraph until the contractor provides a corrective action plan explaining how the contractor will rectify any noncompliance and comply with the paragraph in the future.

H. **SUBCONTRACTS.** The Contractor must insert the substance of this paragraph in all subcontracts.

6.22 INDOOR AIR QUALITY (OCT 2016)

A. The Lessor shall control airborne contaminants at the source and/or operate the Space in such a manner that the GSA indicator levels for asbestos, mold, carbon monoxide (CO), carbon dioxide (CO₂), and formaldehyde are not exceeded. The indicator levels for office areas shall be: Asbestos 70 s/mm²; mold (see paragraph entitled "Mold"); CO 9 ppm; CO₂ 700 ppm above outdoor air; formaldehyde 0.016 ppm.

B. The Lessor shall use available odor-free or low odor products when applying paints, glues, lubricants, and similar wet products. When such equivalent products are not available, lessor shall use the alternate products outside normal working hours. Except in an emergency, the Lessor shall provide at least 72 hours advance notice to the Government before applying chemicals or products with noticeable odors in occupied Spaces and shall adequately ventilate those Spaces during and after application.

C. The Lessor shall serve as first responder to any occupant complaints about indoor air quality (IAQ). The Lessor shall promptly investigate such complaints and implement the necessary controls to address each complaint. Investigations shall include testing as needed, to ascertain the source and severity of the complaint.

D. The Government reserves the right to conduct independent IAQ assessments and detailed studies in Space that it occupies, as well as in space serving the Space (e.g., common use areas, mechanical rooms, HVAC systems, etc.). The Lessor shall assist the Government in its assessments and detailed studies by:

1. Making available information on Building operations and Lessor activities;
2. Providing access to Space for assessment and testing, if required; and
3. Implementing corrective measures required by the LCO.

E. The Lessor shall provide to the Government safety data sheets (SDS) upon request for the following products prior to their use during the term of the Lease: adhesives, caulking, sealants, insulating materials, fireproofing or firestopping materials, paints, carpets, floor and wall patching or leveling materials, lubricants, clear finish for wood surfaces, janitorial cleaning products, pesticides, rodenticides, and herbicides. The Government reserves the right to review such products used by the Lessor within:

1. The Space;
2. Common Building areas;
3. Ventilation systems and zones serving the Space; and
4. The area above suspended ceilings and engineering space in the same ventilation zone as the Space.

F. Where hazardous gasses or chemicals (any products with data in the Health and Safety section of the SDS sheets) may be present or used, including large-scale copying and printing rooms, segregate areas with deck-to-deck partitions with separate outside exhausting at a rate of at least 0.5 cubic feet per minute per SF, no air recirculation. The mechanical system must operate at a negative pressure compared with the surrounding spaces of at least an average of 5 Pa (pascal) (0.02 inches of water gauge) and with a minimum of 1 Pa (0.004 inches of water gauge) when the doors to the rooms are closed.

6.23 RADON IN AIR (OCT 2016)

If Space planned for occupancy by the Government is on the second floor above grade or lower, the Lessor shall, prior to occupancy, test the leased Space for 2 days to 3 days using charcoal canisters. The Lessor is responsible to provide Space in which radon levels in air are below the GSA action levels of 4 pCi/L for childcare and 25 pCi/L for all other space. After the initial testing, a follow-up test for a minimum of 90 days using alpha track detectors shall be completed. For further information on radon, go to: [HTTPS://WWW.EPA.GOV/RADON](https://www.epa.gov/radon).

6.24 RADON IN WATER (JUN 2012)

A. If the water source is not from a public utility, the Lessor shall demonstrate that water provided to the Premises is in compliance with EPA requirements and shall submit certification to the LCO prior to the Government occupying the Space.

B. If the EPA action level is reached or exceeded, the Lessor shall institute appropriate abatement methods which reduce the radon levels to below this action.

6.25 HAZARDOUS MATERIALS (SEP 2013)

A. The leased Space shall be free of hazardous materials, hazardous substances, and hazardous wastes, as defined by and according to applicable Federal, state, and local environmental regulations. Should there be reason to suspect otherwise, the Government reserves the right, at Lessor's expense, to require documentation or testing to confirm that the Space is free of all hazardous materials.

B. Lessor shall, to the extent of its knowledge, notify Government of the introduction of any hazardous materials onto the Property by Lessor or others, including but not limited to, co-tenants occupying Space in the Building.

6.26 MOLD (OCT 2016)

A. Actionable mold is airborne mold of types and concentrations in excess of that found in the local outdoor air or non-problematic control areas elsewhere in the same building.

B. The Lessor shall provide Space to the Government that is free from ongoing water leaks or moisture infiltration. The Space and ventilation zones serving the Space shall also be free of visible mold or actionable airborne mold.

C. Following a flood, plumbing leak or heavy rain whereby the Government Space or air zones serving the Space may have become moisture damaged, the Lessor shall immediately repair any leakage sources and remediate the moisture damage. Whenever moisture damage or infiltration persists such that: mold is visible, mold odors are present, or occupants register complaints about mold, the Lessor shall employ a board-certified, industrial hygienist or equivalently qualified consultant to inspect and evaluate the Space and air zones serving the Space for visible and/or actionable mold presence; inspection shall take place no later than 15 calendar days following identification of a potential mold issue as described above. The Lessor shall promptly furnish these inspection results to the Government. The Lessor shall safely remediate all visible moldy and/or water damaged materials identified by the consultant using a qualified remediation contractor following the methods identified in "Mold Remediation in Schools and Commercial Buildings" (EPA 402-K-01-001, March 2001). Remediation shall also remove actionable mold levels. Remediation shall be completed within a time frame acceptable to the Lease Contracting Officer which shall be no later than 90 calendar days following confirmation of the presence of actionable mold.

D. The presence of actionable mold in the Premises may be treated as a Casualty, as determined by the Government, in accordance with the Fire and Other Casualty clause contained in the General Clauses of this Lease. In addition to the provisions of the Fire and Other Casualty clause of this Lease, should a portion of the Premises be determined by the Government to be un-tenantable due to an act of negligence by the Lessor or his agents, the Lessor shall provide reasonably acceptable alternative Space at the Lessor's expense, including the cost of moving, and any required alterations.

6.27 OCCUPANT EMERGENCY PLANS (SEP 2013)

The Lessor is required to cooperate, participate and comply with the development and implementation of the Government's Occupant Emergency Plan (OEP) and if necessary, a supplemental Shelter-in Place (SIP) Plan. Periodically, the Government may request that the Lessor assist in reviewing and revising its OEP and SIP. The Plan, among other things, must include an annual emergency evacuation drill, emergency notification procedures for the Lessor's Building engineer or manager, Building security, local emergency personnel, and Government agency personnel.

6.28 FLAG DISPLAY (OCT 2016)

If the Lessor has supplied a flagpole on the Property as a requirement of this Lease, the Lessor shall be responsible for flag display on all workdays and Federal holidays. The Lessor may illuminate the flag in lieu of raising and lowering the flag daily. The Lessor shall register with the Federal Protective Service (FPS) MegaCenter in order to receive notifications regarding when flags shall be flown at half-staff, as determined by Executive Order.

SECTION 7 ADDITIONAL TERMS AND CONDITIONS

7.01 SECURITY REQUIREMENTS (OCT 2016)

The Lessor agrees to the requirements of Federal Security Level III attached to this Lease.

7.02 MODIFIED LEASE PARAGRAPHS (OCT 2016)

Paragraph 1.03(J)
Paragraph 1.04(B)
Paragraph 1.12

(b) (5), (b) (7)(F)

(b) (6)

(b) (5), (b) (7)(F)

(b) (6)



SPACE UTILIZATION BREAKDOWN

PRO-xx-SHD-xxxx Warwick ICE Relocation

Space Name	Count	Square Feet	Total Square Feet (includes circulation factor)	Factor					
RAC	1	100	155	149					
Intel Research Specialist	1	64	99						
MSS	1	64	99						
Special Agent	9	432	670						
TFO	4	192	298						
AFOD	1	100	155						
SDDO	2	128	198						
Deportation Officer	17	1088	1686						
Enforcement and Removal Assistant	3	192	298						
OCIO Touchdown	1	48	74						
Contract Case Managers (contract, req'd to provide space)	2	96	149						
Secure Reception/Waiting/Entry	1	175	271						
Conference Room	2	520	806						
Break Room	1	230	357						
Training Room	1	400	620	N/A					
Office Support	2	100	155						
IT/LAN Room	1	120	186						
Total Personnel	42								
Weapons/Ammo Storage	1	140	189						
Task Force Room	1	450	608						
Grand Jury	1	230	311						
Evidence Storage	1	230	311						
Tech Lab/Storage	1	185	250						
Computer Forensics Lab	1	250	338						
Computer Forensics Server Room	1	150	203						
Forensics Evidence Storage	1	120	162						
Computer Storage	1	200	270						
Wire/Pen Register Room	1	200	270						
Bulk Storage	1	500	675						
Titte III/Wire Monitoring Room	1	150	203						
Interview Room	1	120	162						
HSDN Room	1	150	203						
Weapons/Ammo Storage	1	140	189						
Bulk Storage	1	500	675						
Detainee Food Service	1	120	162						
Women's Holding Room	1	160	216						
Men's Holding Room	1	360	486						
Juvenile Holding Room	1	80	108						
Processing Area	1	850	1148						
Detainee Property Storage	1	80	108						
Detainee Entry Vestibule	1	150	203						

LEGEND

- HSI
- ERO
| OCIO | |
- Shared

LESSOR: (b) (6)

GOVERNMENT: _____

(b) (6)

(b) (6)

	Computer Storage	1	100	135	
	Interview Room	4	480	648	
	Tech Lab/Storage	1	185	250	
	Alien File	1	750	1013	
	Observation Area	2	120	162	
	Mat Room	1	1250	1688	
	Women's Locker/Shower	1	275	371	
	Men's Locker/Shower	1	325	439	
	Weapons Cleaning Room	1	120	162	
	Fitness Room	1	1100	1485	
	OCIO Staging Room	1	200	270	
	Case Enrollee Processing	1	175	236	
PROJECT TOTAL			20579		
Additional Project Requirements:					
130 parking spaces					
1 exterior covered and fenced-in saltport					
2 storage containers located in parking area outside of building. Each container occupies approximately 320 square feet.					

LESSOR: [REDACTED] (b) (6)

GOVERNMENT:

SECURITY REQUIREMENTS - FACILITY SECURITY LEVEL III

THESE PARAGRAPHS CONTAIN ADDITIONAL SECURITY REQUIREMENTS THAT MAY BE INSTALLED IN THE LEASED SPACE, AND UNLESS INDICATED OTHERWISE, ARE TO BE PRICED AS PART OF THE BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC). BECAUSE EACH BUILDING IS UNIQUE, THE FINAL LIST OF SECURITY COUNTERMEASURES WILL BE DETERMINED DURING THE DESIGN PHASE AND IDENTIFIED IN THE DESIGN INTENT DRAWINGS AND CONSTRUCTION DOCUMENTS. AFTER COMPLETING THE CONSTRUCTION DOCUMENTS, THE LESSOR SHALL SUBMIT A LIST OF THE ITEMIZED COSTS. SUCH COSTS SHALL BE SUBJECT TO NEGOTIATION.

WHERE THEY ARE IN CONFLICT WITH ANY OTHER REQUIREMENTS OF THIS LEASE, THE STRICTEST SHALL APPLY.

DEFINITIONS:

CRITICAL AREAS AND SYSTEMS- The areas that house systems that if damaged and/or compromised could have significant adverse consequences for the facility, operation of the facility, or mission of the agency or its occupants and visitors. These areas may also be referred to as "limited access areas," "restricted areas," or "exclusionary zones." Critical areas do not necessarily have to be within Government-controlled Space (e.g., generators, air handlers, electrical feeds, utilities, telecom closets or potable water supply that may be located outside Government-controlled Space).

SENSITIVE AREAS – Sensitive areas include vaults, SCIFs, evidence rooms, war rooms, and sensitive documents areas. Sensitive areas are primarily housed within Government-controlled space.

FACILITY ENTRANCES, LOBBY, COMMON AREAS, NON-PUBLIC, AND UTILITY AREAS

If the leased Space is greater than 75% of the space in the Building (based upon ABOA measurement), the requirements of **FACILITY ENTRANCES AND LOBBY** Section below shall apply to the entrance of the Building. If the leased Space is less than or equal to 75% of the space in the Building (based upon ABOA measurement), then the requirements of **FACILITY ENTRANCES AND LOBBY** Section below shall apply to the entrance of the leased Space.

FACILITY ENTRANCES AND LOBBY

LIMITING LOBBY QUEUING

The Lessor and the Government shall create a separate foot traffic flow pattern for employees and visitors at entrances to minimize lobby queuing caused by screening, visitor processing, and access control systems.

PHYSICAL BOUNDARIES TO CONTROL ACCESS TO PUBLIC AND NON-PUBLIC AREAS – LEVEL III

The Government reserves the right to use stanchions, counters, furniture, knee walls or product-equivalents, as determined by the Government, to establish physical boundaries to control access to non-public areas. The Lessor shall post directional signs as appropriate.

SCREENING REQUIREMENTS

VISITOR SIGN-IN/OUT AFTER HOURS

The Lessor shall provide a system, acceptable to the Government, that after hour visitors to the Building shall be required to sign in and sign out either electronically or in a Building register.

MAGNETOMETERS AND X-RAYS AT PUBLIC ENTRANCES

Magnetometers and X-ray machines will be installed by the Government at the public entrance. Armed security guards, provided by the Government, will direct the occupants and visitors through the screening equipment. Appropriate lobby and entrance/exit space shall be made available for this purpose. This space shall be considered part of the lease common area and not ABOA square footage. The Government requires visitors to non-public areas to display a visitor's identification badge. If there are other non-Government tenants, the Lessor shall notify them of this requirement and assist those tenants in obtaining ID acceptable to the Government.

ACCOMMODATION OF RETAIL/MIX USE SPACE

All non-Government personnel entering from retail or public space must enter through a screening point.

COMMON AREAS, NON-PUBLIC, AND UTILITY AREAS

PUBLIC RESTROOMS ACCESS (SHELL)

The Lessor shall provide a means to control access to public restrooms within Government controlled space that is acceptable to the Government.

SECURING CRITICAL AREAS

Areas designated as Critical Areas shall be locked using HSPD-12 compliant electronic access control equipment (see IDS requirements). The Government shall have the right to monitor and limit access to these areas. Access shall be limited to authorized personnel, as determined by the Government.

VISITOR ESCORT AND ID REQUIREMENTS

The Government shall require the Lessor to escort contractors, service personnel, and visitors to all non-public areas. The Lessor shall require visitors to non-public areas to display a visitor ID at all times.

SECURING COMMON BUILDING UTILITIES AND ACCESS TO ROOF

The Lessor shall secure utility, mechanical, electrical telecommunication rooms, and access to interior space from the roof using locks and an Intrusion Detection System (IDS).

RESTRICT CONTACT FROM PUBLIC AREAS WITH PRIMARY VERTICAL LOAD MEMBERS

The Lessor shall implement architectural or structural features, or other positive countermeasures that deny contact with exposed primary vertical load members in the public areas. A minimum standoff of at least 100 mm (4 inches) is required.

RESTRICT CONTACT FROM MAIL AREA WITH PRIMARY VERTICAL LOAD MEMBERS

The lessor shall implement architectural or structural features, or other positive countermeasures in the mail screening and receiving areas that deny contact with exposed primary vertical load members. A minimum standoff of at least 150 mm (6 inches) is required.

INTERIOR OF SPACE

WEARING PHOTO ID IN GOVERNMENT SPACE

The Lessor and his contractors shall be required to wear a photo ID to be visible at all times when in Government- controlled Space.

SECURE EMPLOYEE ENTRANCE DOORS

The Lessor shall provide a means to secure, as determined by the Government, doors identified by Government as employee entrance doors. The Government may elect to post guards to verify ID badges via visual and physical inspection before entry to Government occupied Space.

LIMIT ON ENTRY POINTS (SHELL)

The Government may elect to limit the number of entry points to the Building or to the Government occupied Space to the fewest number practicable.

FORMAL KEY CONTROL PROGRAM (SHELL)

The Government reserves the right to implement a formal key control program. The Lessor shall have a means of allowing the electronic disabling of lost or stolen access media, if electronic media is used.

ELECTRONIC ACCESS FOR EMPLOYEES

The Lessor shall provide electronic access control for employee entry doors without a guard post (including after-hours access) in conjunction with CCTV coverage.

SITE AND EXTERIOR OF THE BUILDING

SIGNAGE

POSTING OF SIGNAGE IDENTIFYING THE SPACE AS GOVERNMENTAL (SHELL)

The Lessor shall not post sign(s) or otherwise identify the facility and parking areas as a Government, or specific Government tenant, occupied facility, including during construction, without written Government approval.

POSTING OF REGULATORY SIGNAGE (SHELL)

The Government may post or request the Lessor to post regulatory, statutory, sensitive areas, and site specific signage.

LANDSCAPING AND ENTRANCES

LANDSCAPING REQUIREMENTS (SHELL)

Lessor shall maintain landscaping (trees, bushes, hedges, land contour, etc,) around the facility. Landscaping shall be neatly trimmed in order to minimize the opportunity for concealment of individuals and packages/containers. Landscaping shall not obstruct the views of security guards and CCTV cameras, or interfere with lighting or IDS equipment.

CRIME PREVENTION THROUGH ENVIRONMENTAL DESIGN (SHELL)

The Lessor shall separate from public access, restricted areas as designated by the Government, through the application of Crime Prevention Through Environmental Design (CPTED) principles by using trees, hedges, berms, or a combination of these or similar features, and by fences, walls, gates and other barriers, where feasible and acceptable to the Government.

HAZMAT STORAGE

If there is HAZMAT storage, Lessor shall locate it in a restricted area or storage container away from loading docks, entrances, and uncontrolled parking.

PLACEMENT OF RECEPTACLES, CONTAINERS, AND MAILBOXES – LEVEL III

Trash receptacles, containers, mailboxes, vending machines, or other fixtures and features that could conceal packages, brief cases, or other portable containers shall be located _10_ feet away from the Building.

VEHICLE BARRIERS

The Lessor shall provide vehicle barriers to protect pedestrian and vehicle access points, and Critical Areas from penetration by a 4700 pound vehicle traveling at 35 mile per hour.

PARKING

NUMBER OF PARKING ENTRANCES

The number of parking entrances shall be limited to the minimum required for efficient operations or local code. Entrances to parking areas shall be equipped with vehicle gates to

control access to authorized vehicles (employee, screened visitor and approved Government vehicle).

ILLUMINATION OF ENTRANCES, EXITS, PARKING LOTS AND GARAGES (SHELL)

Facility entrances, exits, parking lots and garages shall be illuminated to a minimum of 5 lumens, at all times.

AUTHORIZED ACCESS TO PARKING (SHELL)

Lessor shall limit parking and access to parking to authorized individuals.

VEHICLE SCREENING

The Government may elect to screen all visitor vehicles as prescribed by the Government. This screening shall include ID verification and visual inspection of the vehicle, including undercarriage. The Lessor shall provide adequate lighting in screening area to illuminate the vehicle exterior and undercarriage. CCTV coverage of the screening area shall be provided by the Lessor (see CCTV requirements).

PUBLIC ACCESS TO GOVERNMENT PARKING AREAS

Where there is Government controlled parking the area shall be controlled by limiting pedestrian access to the controlled parking areas. Pedestrian and vehicle access points to all parking areas shall be monitored by CCTV camera(s) at all times.

SECURITY SYSTEMS

CLOSED CIRCUIT TELEVISION SYSTEM (CCTV)

LESSOR PROVIDED DESIGN, INSTALLATION, AND MAINTENANCE – LEVEL III

The Lessor shall design, install, and maintain a Closed Circuit Television (CCTV) system as described in this section. The CCTV system will support the entry control system (at entrances and exits to the space), with time lapse video recording, that will allow Government employees to view and communicate remotely with visitors before allowing access to the Space. As determined by the Government the CCTV system shall provide unobstructed coverage of designated pedestrian entrances and exits. Technical review of the proposed system shall be coordinated with the Government security representative, at the direction of the Contracting Officer, prior to installation. CCTV system testing and acceptance shall be conducted by the Government prior to occupancy. The CCTV system shall comply with the Architectural Barriers Act, section F230.0. The Government will centrally monitor the CCTV system. Government specifications are available from the Lease Contracting Officer. CCTV system components which fail or require maintenance or which fail during testing should be serviced in accordance with the Security System Maintenance Criteria listed below.

Security System Maintenance Criteria: The Lessor in consultation and coordination with a security provider, either internal or external, as determined by the Lease Contracting Officer, and the Government security representative shall implement a preventive maintenance program for all security systems the Lessor has installed. Any critical component that becomes

inoperable must be replaced or repaired by the Lessor within 72 hours. Critical components are those required to provide security (IDS, CCTV, access control, etc.) for a perimeter access point or critical area. "Replacement" may include implementing other temporary measures in instances where the replacement or repair is not achievable within the specified time frame (e.g. a temporary barrier to replace an inoperable pop-up vehicle barrier, etc.). Failure by the Lessor to provide sufficient replacement measures within the timeframe identified above may result in the Government's providing guard service, the cost of which must be reimbursed by the Lessor.

INTRUSION DETECTION SYSTEM (IDS)

LESSOR PROVIDED DESIGN, INSTALLATION, AND MAINTENANCE – LEVEL III

The Lessor shall design, install, and maintain an Intrusion Detection System (IDS) as described in this section. The Government requires an IDS, which will cover perimeter entry and exit doors, and operable ground-floor windows. Basic Security-in-Depth IDS components include: magnetic door switch(s), alarm system keypad, passive infrared sensor(s) (PIR), an alarm panel (to designated monitoring center) and appropriate communication method i.e. telephone and/or Internet connection, glass-break detector, magnetic window switches or shock sensors. Technical review of the proposed system shall be coordinated with the Government security representative, at the direction of the Lease Contracting Officer, prior to installation. System testing and acceptance shall be conducted by the Government prior to occupancy.

Basic Security-in-Depth IDS shall be connected to and monitored at a central station operated by the Department of Homeland Security Megacenter. Emergency notification lists shall be coordinated with the monitoring station to include all applicable Government and Lessor points of contact. Monitoring shall be designed to facilitate a real-time detection of an incident, and to coordinate an active response to an incident. The Lessor must complete the Megacenter Alarm Requirements (MAR) application process specified by the Government to meet the monitoring requirements for a functional IDS. Components which fail or require maintenance or which fail during testing shall be serviced in accordance with the Security System Maintenance Criteria listed below.

Security System Maintenance Criteria: The Lessor in consultation and coordination with a security provider, either internal or external, as determined by the Lease Contracting Officer, and the Government security representative shall implement a preventive maintenance program for all security systems the Lessor has installed. Any critical component that becomes inoperable must be replaced or repaired by the Lessor within 72 hours. Critical components are those required to provide security (IDS, CCTV, access control, etc.) for a perimeter access point or critical area. "Replacement" may include implementing other temporary measures in instances where the replacement or repair is not achievable within the specified time frame (e.g. a temporary barrier to replace an inoperable pop-up vehicle barrier, etc.). Failure by the Lessor to provide sufficient replacement measures within the timeframe identified above may result in the Government's providing guard service, the cost of which must be reimbursed by the Lessor.

DURESS ALARM

LESSOR PROVIDED DESIGN, INSTALLATION, AND MAINTENANCE – LEVEL III

The Lessor shall design, install, and maintain a duress alarm system as described. Technical review shall be coordinated with the Government security representative, at the direction of the Contracting Officer, prior to installation. System testing and acceptance shall be conducted by the Government prior to occupancy. This system shall comply with the Architectural Barriers Act, section F230.0.

The Lessor in consultation and coordination with the security provider and Government shall conduct security system performance testing annually. Testing must be based on established, consistent agency-specific protocols, documented and furnished to the Lease Contracting Officer. Components which fail or require maintenance or which fail during testing should be serviced in accordance with the Security System Maintenance Criteria listed below.

Security System Maintenance Criteria: The Lessor in consultation and coordination with a security provider, either internal or external, as determined by the Lease Contracting Officer, and the Government security representative shall implement a preventive maintenance program for all security systems they have installed. Any critical component that becomes inoperable must be replaced or repaired within 72 hours. Critical components are those required to provide security (IDS, CCTV, access control, etc.) for a perimeter access point or critical area. "Replacement" may include implementing other temporary measures in instances where the replacement or repair is not achievable within the specified time frame (e.g. a temporary barrier to replace an inoperable pop-up vehicle barrier, etc.). Failure by the Lessor to provide sufficient replacement measures within the timeframe identified above may result in the Government's providing guard service, the cost of which must be reimbursed by the Lessor.

STRUCTURE

WINDOWS

SHATTER-RESISTANT WINDOW PROTECTION

The Lessor shall provide and install, shatter-resistant material not less than 0.18 millimeters (7 mil) thick on all exterior windows in Government-occupied Space meeting the following properties - Film composite strength and elongation rate measured at a strain rate not exceeding 50% per minute shall not be less than the following:

- Yield Strength: 12,000 psi
- Elongation at yield: 3%
- Longitudinal Tensile strength: 22,000 psi
- Traverse Tensile strength: 25,000 psi
- Longitudinal Elongation at break: 90%
- Traverse Elongation at break: 75%

THE ALTERNATIVE METHOD is for the Lessor to provide a window system that conforms to a minimum glazing performance condition of "3b" for a high protection level and a low hazard level. Window systems shall be certified as prescribed by WINGARD PE 4.3 or later to GSA performance condition "3b" (in accordance with the GSA Standard Test Method for Glazing and

Window Systems Subject to Dynamic Loadings or Very Low Hazard (in accordance with ASTM F 1642, Standard Test Method for Glazing or Glazing Systems Subject to Air Blast Loading) in response to air blast load of 4 psi/28 psi-msec.

If the Lessor chooses the Alternative Method, the Lessor shall provide a description of the shatter-resistant window system and provide certification from a licensed professional engineer that the proposed system meets the above standard. Prior to installation, this will be provided for evaluation by the Government, whose approval shall not be unreasonably withheld.

LOCK GROUND FLOOR WINDOWS (SHELL)

The Lessor shall lock all ground floor windows with L-brackets using security screws, or equivalent measure, acceptable to the Government.

SECURE NON-WINDOW OPENINGS (SHELL)

The Lessor shall secure all non-window openings, such as, mechanical vents, utility entries, and exposed plenums to prevent unauthorized entry.

PREVENT VISUAL OBSERVATION INTO "SENSITIVE AREAS"

The Lessor shall provide blinds, curtains, or other window treatments in "Sensitive Areas" that can be employed to prevent visual observation of that area that is acceptable by the Government.

BUILDING SYSTEMS

EMERGENCY GENERATOR

The Lessor shall locate emergency generators, either pre-existing or installed as part of Tenant Improvements, in a secure area, protected from unauthorized access and vehicle ramming, if outdoors. The emergency generator and its fuel tank must be located at least 25 feet from loading docks, entrances, and parking areas. (If the 25 foot distance cannot be achieved, a combination of standoff, hardening, and venting methods must be implemented to protect utilities from vehicle borne improvised explosive devices of XX pounds of TNT equivalency.)

SECURING ON-SITE PUBLICLY-ACCESSIBLE UTILITIES

The Lessor shall secure the water supply handles, control mechanisms, and service connections at on-site publicly-accessible locations with locks and anti-tamper devices acceptable to the Government.

SECURING AIR INTAKE GRILLES

The Lessor shall secure air intake grilles less than 30 feet above grade or otherwise accessible. Air intake grilles shall be secured with tamper switches connected to a central alarm monitoring station and monitored by CCTV or other security systems. As an alternative the air intake may be relocated to a position greater than 30 feet above grade.

HVAC SYSTEM FOR CHEMICAL, BIOLOGICAL AND RADIOLOGICAL (CBR) ATTACK-SUSCEPTIBLE AREAS

The Lessor shall provide separate isolated HVAC systems in lobbies, loading docks, mail rooms and other locations as identified by a risk assessment as susceptible to CBR attack, to protect other building areas from possible contamination.

All exterior air handling units (AHUs), including the supply air for re-circulating AHUs, shall be equipped with Minimum Efficiency Reporting Value (MERV) 10 particulate filters. AHUs serving lobbies and mailroom, including the supply air stream for re-circulating AHUs, shall be equipped with Minimum Efficiency Reporting Value (MERV) 13 filters.

OPERATIONS AND ADMINISTRATION

LESSOR TO WORK WITH FACILITY SECURITY COMMITTEE (SHELL)

The Lessor shall cooperate and work with the buildings Facility Security Committee (FSC) throughout the term of the lease.

ACCESS TO BUILDING INFORMATION (SHELL)

Building Information—including mechanical, electrical, vertical transport, fire and life safety, security system plans and schematics, computer automation systems, and emergency operations procedures—shall be strictly controlled. Such information shall be released to authorized personnel only, approved by the Government, by the development of an access list and controlled copy numbering. The Lease Contracting Officer may direct that the names and locations of Government tenants not be disclosed in any publicly accessed document or record. If that is the case, the Government may request that such information not be posted in the building directory.

Lessor shall have emergency plans and associated documents readily available in the event of an emergency.

SECURITY PLANS AND LAYOUTS – LEVEL III

The Lessor shall treat and safekeep any plans and specifications related to security measures as For Official Use Only (FOUO).

SCREENING OF MAIL AND PACKAGES – LEVEL III

Lessor shall provide space suitable for the Government to inspect and screen all mail and packages using X-ray at a loading dock, if present. If there is no loading dock, Lessor shall provide space at an existing screening location or at an alternative location in the Building acceptable to the Government. The space shall be located on an exterior wall, 25 feet or less from an exterior door, with a stand-alone air handling system. The screeners shall physically inspect items that cannot be passed through screening equipment before distribution to the Government agencies throughout the facility. This space shall be considered part of the lease common area and not ABOA square footage.

OCCUPANT EMERGENCY PLANS (SHELL)

The Lessor is required to cooperate, participate and comply with the development and implementation of the Government's Occupant Emergency Plan (OEP) and if necessary, a supplemental Shelter-in Place (SIP) Plan. Periodically, the Government may request that the Lessor assist in reviewing and revising its OEP and SIP. The Plan, among other things, must include an annual emergency evacuation drill, emergency notification procedures of the Lessor's building engineer or manager, building security, local emergency personnel, and Government agency personnel.

SECURITY GUARD POSTINGS

The Government may elect to post armed security guards at all screening checkpoints and at the entrances to Government-occupied Space.

GENERAL CLAUSES
(Acquisition of Leasehold Interests in Real Property)

CATEGORY	CLAUSE NO.	48 CFR REF.	CLAUSE TITLE
GENERAL	1		SUBLETTING AND ASSIGNMENT
	2	552.270-11	SUCCESSORS BOUND
	3	552.270-23	SUBORDINATION, NON-DISTURBANCE AND ATTORNMEN
	4	552.270-24	STATEMENT OF LEASE
	5	552.270-25	SUBSTITUTION OF TENANT AGENCY
	6	552.270-26	NO WAIVER
	7		INTEGRATED AGREEMENT
	8	552.270-28	MUTUALITY OF OBLIGATION
PERFORMANCE	9		DELIVERY AND CONDITION
	10		DEFAULT BY LESSOR
	11	552.270-19	PROGRESSIVE OCCUPANCY
	12		MAINTENANCE OF THE PROPERTY, RIGHT TO INSPECT
	13		FIRE AND CASUALTY DAMAGE
	14		COMPLIANCE WITH APPLICABLE LAW
	15	552.270-12	ALTERATIONS
	16		ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY
PAYMENT	17	52.204-7	SYSTEM FOR AWARD MANAGEMENT
	18	52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE
	19	552.270-31	PROMPT PAYMENT
	20	52.232-23	ASSIGNMENT OF CLAIMS
	21		PAYMENT
	22	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT
STANDARDS OF CONDUCT	23	52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT
	24	552.270-32	COVENANT AGAINST CONTINGENT FEES
	25	52-203-7	ANTI-KICKBACK PROCEDURES
	26	52-223-6	DRUG-FREE WORKPLACE
	27	52.203-14	DISPLAY OF HOTLINE POSTER(S)
ADJUSTMENTS	28	552.270-30	PRICE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
	29	52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA
	30	552.270-13	PROPOSALS FOR ADJUSTMENT
	31		CHANGES
AUDITS	32	552.215-70	EXAMINATION OF RECORDS BY GSA
	33	52.215-2	AUDIT AND RECORDS—NEGOTIATION

INITIALS:

LESSOR

(b) (6)

(b) (6)

GOVERNMENT

Exhibit E

DISPUTES	34	52.233-1	DISPUTES
LABOR STANDARDS	35	52.222-26	EQUAL OPPORTUNITY
	36	52.222-21	PROHIBITION OF SEGREGATED FACILITIES
	37	52.219-28	POST-AWARD SMALL BUSINESS PROGRAM
			REREPRESENTATION
	38	52.222-35	EQUAL OPPORTUNITY FOR VETERANS
	39	52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH
			DISABILITIES
	40	52.222-37	EMPLOYMENT REPORTS ON VETERANS
SUBCONTRACTING	41	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST
			WHEN SUBCONTRACTING WITH CONTRACTORS
			DEBARRED, SUSPENDED, OR PROPOSED FOR
			DEBARMENT
	42	52.215-12	SUBCONTRACTOR CERTIFIED COST OR
			PRICING DATA
	43	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS
	44	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN
	45	52.219-16	LIQUIDATED DAMAGES—SUBCONTRACTING
			PLAN
	46	52.204-10	REPORTING EXECUTIVE COMPENSATION AND
			FIRST-TIER SUBCONTRACT AWARDS
	47	552.219-73	GOALS FOR SUBCONTRACTING PLAN

The information collection requirements contained in this solicitation/contract that are not required by regulation have been approved by the Office of Management and Budget (OMB) pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

INITIALS:

LESSOR

GOVERNMENT

GENERAL CLAUSES
(Acquisition of Leasehold Interests in Real Property)

1. SUBLETTING AND ASSIGNMENT (JAN 2011)

The Government may sublet any part of the premises but shall not be relieved from any obligations under this lease by reason of any such subletting. The Government may at any time assign this lease, and be relieved from all obligations to Lessor under this lease excepting only unpaid rent and other liabilities, if any, that have accrued to the date of said assignment. Any subletting or assignment shall be subject to prior written consent of Lessor, which shall not be unreasonably withheld.

2. 552.270-11 SUCCESSORS BOUND (SEP 1999)

This lease shall bind, and inure to the benefit of, the parties and their respective heirs, executors, administrators, successors, and assigns.

3. 552.270-23 SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT (SEP 1999)

(a) Lessor warrants that it holds such title to or other interest in the premises and other property as is necessary to the Government's access to the premises and full use and enjoyment thereof in accordance with the provisions of this lease. Government agrees, in consideration of the warranties and conditions set forth in this clause, that this lease is subject and subordinate to any and all recorded mortgages, deeds of trust and other liens now or hereafter existing or imposed upon the premises, and to any renewal, modification or extension thereof. It is the intention of the parties that this provision shall be self-operative and that no further instrument shall be required to effect the present or subsequent subordination of this lease. Government agrees, however, within twenty (20) business days next following the Contracting Officer's receipt of a written demand, to execute such instruments as Lessor may reasonably request to evidence further the subordination of this lease to any existing or future mortgage, deed of trust or other security interest pertaining to the premises, and to any water, sewer or access easement necessary or desirable to serve the premises or adjoining property owned in whole or in part by Lessor if such easement does not interfere with the full enjoyment of any right granted the Government under this lease.

(b) No such subordination, to either existing or future mortgages, deeds of trust or other lien or security instrument shall operate to affect adversely any right of the Government under this lease so long as the Government is not in default under this lease. Lessor will include in any future mortgage, deed of trust or other security instrument to which this lease becomes subordinate, or in a separate non-disturbance agreement, a provision to the foregoing effect. Lessor warrants that the holders of all notes or other obligations secured by existing mortgages, deeds of trust or other security instruments have consented to the provisions of this clause, and agrees to provide true copies of all such consents to the Contracting Officer promptly upon demand.

(c) In the event of any sale of the premises or any portion thereof by foreclosure of the lien of any such mortgage, deed of trust or other security instrument, or the giving of a deed in lieu of foreclosure, the Government will be deemed to have attorned to any purchaser, purchasers, transferee or transferees of the premises or any portion thereof and its or their successors and assigns, and any such purchasers and transferees will be deemed to have assumed all obligations of the Lessor under this lease, so as to establish direct privity of estate and contract between Government and such purchasers or transferees, with the same force, effect and relative priority in time and right as if the lease had initially been entered into between such purchasers or transferees and the Government; provided, further, that the Contracting Officer and such purchasers or transferees shall, with reasonable promptness following any such sale or deed delivery in lieu of foreclosure, execute all such revisions to this lease, or other writings, as shall be necessary to document the foregoing relationship.

(d) None of the foregoing provisions may be deemed or construed to imply a waiver of the Government's rights as a sovereign.

INITIALS:

LESSOR

&

GOVERNMENT

4. 552.270-24 STATEMENT OF LEASE (SEP 1999)

(a) The Contracting Officer will, within thirty (30) days next following the Contracting Officer's receipt of a joint written request from Lessor and a prospective lender or purchaser of the building, execute and deliver to Lessor a letter stating that the same is issued subject to the conditions stated in this clause and, if such is the case, that (1) the lease is in full force and effect; (2) the date to which the rent and other charges have been paid in advance, if any; and (3) whether any notice of default has been issued.

(b) Letters issued pursuant to this clause are subject to the following conditions:

(1) That they are based solely upon a reasonably diligent review of the Contracting Officer's lease file as of the date of issuance;

(2) That the Government shall not be held liable because of any defect in or condition of the premises or building;

(3) That the Contracting Officer does not warrant or represent that the premises or building comply with applicable Federal, State and local law; and

(4) That the Lessor, and each prospective lender and purchaser are deemed to have constructive notice of such facts as would be ascertainable by reasonable pre-purchase and pre-commitment inspection of the Premises and Building and by inquiry to appropriate Federal, State and local Government officials.

5. 552.270-25 SUBSTITUTION OF TENANT AGENCY (SEP 1999)

The Government may, at any time and from time to time, substitute any Government agency or agencies for the Government agency or agencies, if any, named in the lease.

6. 552.270-26 NO WAIVER (SEP 1999)

No failure by either party to insist upon the strict performance of any provision of this lease or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial rent or other performance by either party during the continuance of any such breach shall constitute a waiver of any such breach of such provision.

7. INTEGRATED AGREEMENT (JUN 2012)

This Lease, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of the Lease. Except as expressly attached to and made a part of the Lease, neither the Request for Lease Proposals nor any pre-award communications by either party shall be incorporated in the Lease.

8. 552.270-28 MUTUALITY OF OBLIGATION (SEP 1999)

The obligations and covenants of the Lessor, and the Government's obligation to pay rent and other Government obligations and covenants, arising under or related to this Lease, are interdependent. The Government may, upon issuance of and delivery to Lessor of a final decision asserting a claim against Lessor, set off such claim, in whole or in part, as against any payment or payments then or thereafter due the Lessor under this lease. No setoff pursuant to this clause shall constitute a breach by the Government of this lease.

9. DELIVERY AND CONDITION (JAN 2011)

(a) Unless the Government elects to have the space occupied in increments, the space must be delivered ready for occupancy as a complete unit.

INITIALS:

(b) (6)

&

(b) (6)

LESSOR

GOVERNMENT

(b) The Government may elect to accept the Space notwithstanding the Lessor's failure to deliver the Space substantially complete; if the Government so elects, it may reduce the rent payments.

10. DEFAULT BY LESSOR (APR 2012)

(a) The following conditions shall constitute default by the Lessor, and shall give rise to the following rights and remedies for the Government:

(1) Prior to Acceptance of the Premises. Failure by the Lessor to diligently perform all obligations required for Acceptance of the Space within the times specified, without excuse, shall constitute a default by the Lessor. Subject to provision of notice of default to the Lessor, and provision of a reasonable opportunity for the Lessor to cure its default, the Government may terminate the Lease on account of the Lessor's default.

(2) After Acceptance of the Premises. Failure by the Lessor to perform any service, to provide any item, or satisfy any requirement of this Lease, without excuse, shall constitute a default by the Lessor. Subject to provision of notice of default to the Lessor, and provision of a reasonable opportunity for the Lessor to cure its default, the Government may perform the service, provide the item, or obtain satisfaction of the requirement by its own employees or contractors. If the Government elects to take such action, the Government may deduct from rental payments its costs incurred in connection with taking the action. Alternatively, the Government may reduce the rent by an amount reasonably calculated to approximate the cost or value of the service not performed, item not provided, or requirement not satisfied, such reduction effective as of the date of the commencement of the default condition.

(3) Grounds for Termination. The Government may terminate the Lease if:

(i) The Lessor's default persists notwithstanding provision of notice and reasonable opportunity to cure by the Government, or

(ii) The Lessor fails to take such actions as are necessary to prevent the recurrence of default conditions,

and such conditions (i) or (ii) substantially impair the safe and healthful occupancy of the Premises, or render the Space unusable for its intended purposes.

(4) Excuse. Failure by the Lessor to timely deliver the Space or perform any service, provide any item, or satisfy any requirement of this Lease shall not be excused if its failure in performance arises from:

(i) Circumstances within the Lessor's control;

(ii) Circumstances about which the Lessor had actual or constructive knowledge prior to the Lease Award Date that could reasonably be expected to affect the Lessor's capability to perform, regardless of the Government's knowledge of such matters;

(iii) The condition of the Property;

(iv) The acts or omissions of the Lessor, its employees, agents or contractors; or

(v) The Lessor's inability to obtain sufficient financial resources to perform its obligations.

(5) The rights and remedies specified in this clause are in addition to any and all remedies to which the Government may be entitled as a matter of law.

INITIALS:

LESSOR

&

GOVERNMENT

11. 552.270-19 PROGRESSIVE OCCUPANCY (SEP 1999)

The Government shall have the right to elect to occupy the space in partial increments prior to the substantial completion of the entire leased premises, and the Lessor agrees to schedule its work so as to deliver the space incrementally as elected by the Government. The Government shall pay rent commencing with the first business day following substantial completion of the entire leased premise unless the Government has elected to occupy the leased premises incrementally. In case of incremental occupancy, the Government shall pay rent pro rata upon the first business day following substantial completion of each incremental unit. Rental payments shall become due on the first workday of the month following the month in which an increment of space is substantially complete, except that should an increment of space be substantially completed after the fifteenth day of the month, the payment due date will be the first workday of the second month following the month in which it was substantially complete. The commencement date of the firm lease term will be a composite determined from all rent commencement dates.

12. MAINTENANCE OF THE PROPERTY, RIGHT TO INSPECT (APR 2015)

The Lessor shall maintain the Property, including the building, building systems, and all equipment, fixtures, and appurtenances furnished by the Lessor under this Lease, in good repair and tenantable condition so that they are suitable in appearance and capable of supplying such heat, air conditioning, light, ventilation, safety systems, access and other things to the premises, without reasonably preventable or recurring disruption, as is required for the Government's access to, occupancy, possession, use and enjoyment of the premises as provided in this lease. For the purpose of so maintaining the premises, the Lessor may at reasonable times enter the premises with the approval of the authorized Government representative in charge. Upon request of the Lease Contracting Officer (LCO), the Lessor shall provide written documentation that building systems have been properly maintained, tested, and are operational within manufacturer's warranted operating standards. The Lessor shall maintain the Premises in a safe and healthful condition according to applicable OSHA standards and all other requirements of this Lease, including standards governing indoor air quality, existence of mold and other biological hazards, presence of hazardous materials, etc. The Government shall have the right, at any time after the Lease Award Date and during the term of the Lease, to inspect all areas of the Property to which access is necessary for the purpose of determining the Lessor's compliance with this clause.

13. FIRE AND CASUALTY DAMAGE (JUN 2016)

If the building in which the Premises are located is totally destroyed or damaged by fire or other casualty, this Lease shall immediately terminate. If the building in which the Premises are located are only partially destroyed or damaged, so as to render the Premises untenable, or not usable for their intended purpose, the Lessor shall have the option to elect to repair and restore the Premises or terminate the Lease. The Lessor shall be permitted a reasonable amount of time, not to exceed **270 days** from the event of destruction or damage, to repair or restore the Premises, provided that the Lessor submits to the Government a reasonable schedule for repair of the Premises within **60 days** of the event of destruction or damage. If the Lessor fails to timely submit a reasonable schedule for completing the work, the Government may elect to terminate the Lease effective as of the date of the event of destruction or damage. If the Lessor elects to repair or restore the Premises, but fails to repair or restore the Premises within **270 days** from the event of destruction or damage, or fails to diligently pursue such repairs or restoration so as to render timely completion commercially impracticable, the Government may terminate the Lease effective as of the date of the destruction or damage. During the time that the Premises are unoccupied, rent shall be abated. Termination of the Lease by either party under this clause shall not give rise to liability for either party.

Nothing in this lease shall be construed as relieving Lessor from liability for damage to, or destruction of, property of the United States of America caused by the willful or negligent act or omission of Lessor.

14. COMPLIANCE WITH APPLICABLE LAW (JAN 2011)

Lessor shall comply with all Federal, state and local laws applicable to its ownership and leasing of the Property, including, without limitation, laws applicable to the construction, ownership, alteration or operation of all buildings, structures, and facilities located thereon, and obtain all necessary permits, licenses and similar items at its own expense. The Government will comply with all Federal, State and local laws applicable to and enforceable against

INITIALS:

LESSOR

(b) (6)

&

(b) (6)

GOVERNMENT

it as a tenant under this lease, provided that nothing in this Lease shall be construed as a waiver of the sovereign immunity of the Government. This Lease shall be governed by Federal law.

15. 552.270-12 ALTERATIONS (SEP 1999)

The Government shall have the right during the existence of this lease to make alterations, attach fixtures, and erect structures or signs in or upon the premises hereby leased, which fixtures, additions or structures so placed in, on, upon, or attached to the said premises shall be and remain the property of the Government and may be removed or otherwise disposed of by the Government. If the lease contemplates that the Government is the sole occupant of the building, for purposes of this clause, the leased premises include the land on which the building is sited and the building itself. Otherwise, the Government shall have the right to tie into or make any physical connection with any structure located on the property as is reasonably necessary for appropriate utilization of the leased space.

16. ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (APR 2015)

(a) Ten (10) working days prior to the completion of the Space, the Lessor shall issue written notice to the Government to schedule the inspection of the Space for acceptance. The Government shall accept the Space only if the construction of building shell and TIs conforming to this Lease and the approved DIDs is substantially complete, and a Certificate of Occupancy has been issued as set forth below.

(b) The Space shall be considered substantially complete only if the Space may be used for its intended purpose and completion of remaining work will not unreasonably interfere with the Government's enjoyment of the Space. Acceptance shall be final and binding upon the Government with respect to conformance of the completed TIs to the approved DIDs, with the exception of items identified on a punchlist generated as a result of the inspection, concealed conditions, latent defects, or fraud, but shall not relieve the Lessor of any other Lease requirements.

(c) The Lessor shall provide a valid Certificate of Occupancy, issued by the local jurisdiction, for the intended use of the Government. If the local jurisdiction does not issue Certificates of Occupancy or if the Certificate of Occupancy is not available, the Lessor may satisfy this condition by providing a report prepared by a licensed fire protection engineer that indicates that the Space and Building are compliant with all applicable local codes and ordinances and all fire protection and life safety-related requirements of this Lease to ensure an acceptable level of safety is provided. Under such circumstances, the Government shall only accept the Space without a Certificate of Occupancy if a licensed fire protection engineer determines that the offered space is compliant with all applicable local codes and ordinances and fire protection and life safety-related requirements of this Lease.

17. 52.204-7 SYSTEM FOR AWARD MANAGEMENT (JUL 2013)

This clause is incorporated by reference.

18. 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (JUL 2013)

This clause is incorporated by reference.

19. 552.270-31 PROMPT PAYMENT (JUN 2011)

The Government will make payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or an electronic funds transfer is made. All days referred to in this clause are calendar days, unless otherwise specified.

(a) *Payment due date—*

(1) *Rental payments.* Rent shall be paid monthly in arrears and will be due on the first workday of each month, and only as provided for by the lease.

INITIALS:

LESSOR

&

GOVERNMENT

(i) When the date for commencement of rent falls on the 15th day of the month or earlier, the initial monthly rental payment under this contract shall become due on the first workday of the month following the month in which the commencement of the rent is effective.

(ii) When the date for commencement of rent falls after the 15th day of the month, the initial monthly rental payment under this contract shall become due on the first workday of the second month following the month in which the commencement of the rent is effective.

(2) *Other payments.* The due date for making payments other than rent shall be the later of the following two events:

(i) The 30th day after the designated billing office has received a proper invoice from the Contractor.

(ii) The 30th day after Government acceptance of the work or service. However, if the designated billing office fails to annotate the invoice with the actual date of receipt, the invoice payment due date shall be deemed to be the 30th day after the Contractor's invoice is dated, provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(b) *Invoice and inspection requirements for payments other than rent.*

(1) The Contractor shall prepare and submit an invoice to the designated billing office after completion of the work. A proper invoice shall include the following items:

(i) Name and address of the Contractor.

(ii) Invoice date.

(iii) Lease number.

(iv) Government's order number or other authorization.

(v) Description, price, and quantity of work or services delivered.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the remittance address in the lease or the order).

(vii) Name (where practicable), title, phone number, and mailing address of person to be notified in the event of a defective invoice.

(2) The Government will inspect and determine the acceptability of the work performed or services delivered within seven days after the receipt of a proper invoice or notification of completion of the work or services unless a different period is specified at the time the order is placed. If actual acceptance occurs later, for the purpose of determining the payment due date and calculation of interest, acceptance will be deemed to occur on the last day of the seven day inspection period. If the work or service is rejected for failure to conform to the technical requirements of the contract, the seven days will be counted beginning with receipt of a new invoice or notification. In either case, the Contractor is not entitled to any payment or interest unless actual acceptance by the Government occurs.

(c) *Interest Penalty.*

(1) An interest penalty shall be paid automatically by the Government, without request from the Contractor, if payment is not made by the due date.

(2) The interest penalty shall be at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date. This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the **Federal Register**

INITIALS:

(b) (6)

LESSOR

&

(b) (6)

GOVERNMENT

semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the payment amount approved by the Government and be compounded in 30-day increments inclusive from the first day after the due date through the payment date.

(3) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for more than one year. Interest penalties of less than \$1.00 need not be paid.

(4) Interest penalties are not required on payment delays due to disagreement between the Government and Contractor over the payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.

(d) *Overpayments.* If the Lessor becomes aware of a duplicate payment or that the Government has otherwise overpaid on a payment, the Contractor shall—

(1) Return the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(i) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(ii) Affected lease number; (iii) Affected lease line item or sub-line item, if applicable; and

(iii) Lessor point of contact.

(2) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

20. 52.232-23 ASSIGNMENT OF CLAIMS (MAY 2014)

(Applicable to leases over the micro-purchase threshold.)

(a) The Contractor, under the Assignment of Claims Act, as amended, [31 U.S.C. 3727](#), [41 U.S.C. 6305](#) (hereafter referred to as "the Act"), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence.

(b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.

(c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing.

21. PAYMENT (MAY 2011)

(a) When space is offered and accepted, the amount of American National Standards Institute/Building Owners and Managers Association Office Area (ABOA) square footage delivered will be confirmed by:

(1) The Government's measurement of plans submitted by the successful Offeror as approved by the Government, and an inspection of the space to verify that the delivered space is in conformance with such

INITIALS:

LESSOR

&

plans or

(2) A mutual on-site measurement of the space, if the Contracting Officer determines that it is necessary.

(b) Payment will not be made for space which is in excess of the amount of ABOA square footage stated in the lease.

(c) If it is determined that the amount of ABOA square footage actually delivered is less than the amount agreed to in the lease, the lease will be modified to reflect the amount of ABOA space delivered and the annual rental will be adjusted as follows:

ABOA square feet not delivered multiplied by one plus the common area factor (CAF), multiplied by the rate per rentable square foot (RSF). That is: $(1+CAF) \times \text{Rate per RSF} = \text{Reduction in Annual Rent}$

22. 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT (JUL 2013)

This clause is incorporated by reference.

23. 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (OCT 2015)

(Applicable to leases over \$5.5 million total contract value and performance period is 120 days or more.)

This clause is incorporated by reference.

24. 552.270-32 COVENANT AGAINST CONTINGENT FEES (JUN 2011)

(Applicable to leases over the Simplified Lease Acquisition Threshold.)

(a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of the contingent fee.

(b) *Bona fide agency*, as used in this clause, means an established commercial or selling agency (including licensed real estate agents or brokers), maintained by a Contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

(1) *Bona fide employee*, as used in this clause, means a person, employed by a Contractor and subject to the Contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

(2) *Contingent fee*, as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

(3) *Improper influence*, as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

25. 52.203-7 ANTI-KICKBACK PROCEDURES (MAY 2014)

(Applicable to leases over the Simplified Lease Acquisition Threshold.)

This clause is incorporated by reference.

INITIALS:

(b) (6)

LESSOR

(b) (6)

GOVERNMENT

26. 52.223-6 DRUG-FREE WORKPLACE (MAY 2001)

(Applicable to leases over the Simplified Lease Acquisition Threshold, as well as to leases of any value awarded to an individual.)

This clause is incorporated by reference.

27. 52.203-14 DISPLAY OF HOTLINE POSTER(S) (OCT 2015)

(Applicable to leases over \$5.5 Million total contract value and performance period is 120 days or more.)

(a) Definition.

"United States," as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) Display of fraud hotline poster(s). Except as provided in paragraph (c)—

- (1) During contract performance in the United States, the Contractor shall prominently display in common work areas within business segments performing work under this contract and at contract work sites—
 - (i) Any agency fraud hotline poster or Department of Homeland Security (DHS) fraud hotline poster identified in paragraph (b)(3) of this clause; and
 - (ii) Any DHS fraud hotline poster subsequently identified by the Contracting Officer.
- (2) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.
- (3) Any required posters may be obtained as follows:

Poster(s)	Obtain from
GSA Office of Inspector General "FRAUDNET HOTLINE	Contracting Officer

(Contracting Officer shall insert—

- (i) Appropriate agency name(s) and/or title of applicable Department of Homeland Security fraud hotline poster); and
- (ii) The website(s) or other contact information for obtaining the poster(s).)

(c) If the Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, such as a hotline poster, then the Contractor need not display any agency fraud hotline posters as required in paragraph (b) of this clause, other than any required DHS posters.

(d) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed \$5.5 million, except when the subcontract—

- (1) Is for the acquisition of a commercial item; or
- (2) Is performed entirely outside the United States.

28. 552.270-30 PRICE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JUN 2011)

(Applicable to leases over the Simplified Lease Acquisition Threshold.)

INITIALS:

(b) (6)

&

(b) (6)

LESSOR

GOVERNMENT

(a) If the head of the contracting activity (HCA) or his or her designee determines that there was a violation of subsection 27(a) of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), as implemented in the Federal Acquisition Regulation, the Government, at its election, may—

(1) Reduce the monthly rental under this lease by five percent of the amount of the rental for each month of the remaining term of the lease, including any option periods, and recover five percent of the rental already paid;

(2) Reduce payments for alterations not included in monthly rental payments by five percent of the amount of the alterations agreement; or

(3) Reduce the payments for violations by a Lessor's subcontractor by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was placed.

(b) Prior to making a determination as set forth above, the HCA or designee shall provide to the Lessor a written notice of the action being considered and the basis thereof. The Lessor shall have a period determined by the agency head or designee, but not less than 30 calendar days after receipt of such notice, to submit in person, in writing, or through a representative, information and argument in opposition to the proposed reduction. The agency head or designee may, upon good cause shown, determine to deduct less than the above amounts from payments.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this lease.

29. 52.215-10 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (AUG 2011)

(Applicable when cost or pricing data are required for work or services over \$750,000.)
This clause is incorporated by reference.

30. 552.270-13 PROPOSALS FOR ADJUSTMENT (SEP 1999)

(a) The Contracting Officer may, from time to time during the term of this lease, require changes to be made in the work or services to be performed and in the terms or conditions of this lease. Such changes will be required under the Changes clause.

(b) If the Contracting Officer makes a change within the general scope of the lease, the Lessor shall submit, in a timely manner, an itemized cost proposal for the work to be accomplished or services to be performed when the cost exceeds \$100,000. The proposal, including all subcontractor work, will contain at least the following detail—

(1) Material quantities and unit costs;

(2) Labor costs (identified with specific item or material to be placed or operation to be performed;

(3) Equipment costs;

(4) Worker's compensation and public liability insurance;

(5) Overhead;

(6) Profit; and

(7) Employment taxes under FICA and FUTA.

(c) The following Federal Acquisition Regulation (FAR) provisions also apply to all proposals exceeding \$500,000 in cost—

INITIALS: _____

LESSOR

GOVERNMENT

(1) The Lessor shall provide cost or pricing data including subcontractor cost or pricing data (48 CFR 15.403-4) and

(2) The Lessor's representative, all Contractors, and subcontractors whose portion of the work exceeds \$500,000 must sign and return the "Certificate of Current Cost or Pricing Data" (48 CFR 15.406-2).

(d) Lessors shall also refer to 48 CFR Part 31, Contract Cost Principles, for information on which costs are allowable, reasonable, and allocable in Government work.

31. CHANGES (MAR 2013)

(a) The LCO may at any time, by written order, direct changes to the Tenant Improvements within the Space, Building Security Requirements, or the services required under the Lease.

(b) If any such change causes an increase or decrease in Lessor's costs or time required for performance of its obligations under this Lease, whether or not changed by the order, the Lessor shall be entitled to an amendment to the Lease providing for one or more of the following:

- (1) An adjustment of the delivery date;
- (2) An equitable adjustment in the rental rate;
- (3) A lump sum equitable adjustment; or
- (4) A change to the operating cost base, if applicable.

(c) The Lessor shall assert its right to an amendment under this clause within 30 days from the date of receipt of the change order and shall submit a proposal for adjustment. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, the pendency of an adjustment or existence of a dispute shall not excuse the Lessor from proceeding with the change as directed.

(d) Absent a written change order from the LCO, or from a Government official to whom the LCO has explicitly and in writing delegated the authority to direct changes, the Government shall not be liable to Lessor under this clause.

32. 552.215-70 EXAMINATION OF RECORDS BY GSA (FEB 1996)

The Contractor agrees that the Administrator of General Services or any duly authorized representative shall, until the expiration of 3 years after final payment under this contract, or of the time periods for the particular records specified in Subpart 4.7 of the Federal Acquisition Regulation (48 CFR 4.7), whichever expires earlier, have access to and the right to examine any books, documents, papers, and records of the Contractor involving transactions related to this contract or compliance with any clauses thereunder. The Contractor further agrees to include in all its subcontracts hereunder a provision to the effect that the subcontractor agrees that the Administrator of General Services or any duly authorized representatives shall, until the expiration of 3 years after final payment under the subcontract, or of the time periods for the particular records specified in Subpart 4.7 of the Federal Acquisition Regulation (48 CFR 4.7), whichever expires earlier, have access to and the right to examine any books, documents, papers, and records of such subcontractor involving transactions related to the subcontract or compliance with any clauses thereunder. The term "subcontract" as used in this clause excludes (a) purchase orders not exceeding \$100,000 and (b) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

33. 52.215-2 AUDIT AND RECORDS—NEGOTIATION (OCT 2010)

(Applicable to leases over the Simplified Lease Acquisition Threshold.)
This clause is incorporated by reference.

INITIALS:

(b) (6)

&

(b) (6)

LESSOR

GOVERNMENT

34. 52.233-1 DISPUTES (MAY 2014)

This clause is incorporated by reference.

35. 52.222-26 EQUAL OPPORTUNITY (APR 2015)

This clause is incorporated by reference.

36. 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (APR 2015)

This clause is incorporated by reference.

37. 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUL 2013)

(Applicable to leases exceeding the micro-purchase threshold.)

This clause is incorporated by reference.

38. 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (OCT 2015)

(Applicable to leases \$150,000 or more, total contract value.)

(a) Definitions. As used in this clause—

"Active duty wartime or campaign badge veteran," "Armed Forces service medal veteran," "disabled veteran," "protected veteran," "qualified disabled veteran," and "recently separated veteran" have the meanings given at FAR [22.1301](#).

(b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts of \$150,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

39. 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014)

(Applicable to leases over \$15,000 total contract value.)

(a) *Equal opportunity clause.* The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) *Subcontracts.* The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

40. 52.222-37 EMPLOYMENT REPORTS ON VETERANS (FEB 2016)

(Applicable to leases \$150,000 or more, total contract value.)

This clause is incorporated by reference.

INITIALS:

LESSOR

(b) (6)

(b) (6)

GOVERNMENT

41. 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (OCT 2015)

(Applicable to leases over \$35,000 total contract value.)

This clause is incorporated by reference.

42. 52.215-12 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (OCT 2010)

(Applicable if over \$750,000 total contract value.)

This clause is incorporated by reference.

43. 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2014)

(Applicable to leases over the Simplified Lease Acquisition Threshold.)

This clause is incorporated by reference.

44. 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (OCT 2015) ALTERNATE III (OCT 2015)

(Applicable to leases over \$700,000 total contract value.)

This clause is incorporated by reference.

45. 52.219-16 LIQUIDATED DAMAGES—SUBCONTRACTING PLAN (JAN 1999)

(Applicable to leases over \$700,000 total contract value.)

This clause is incorporated by reference.

46. 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (OCT 2015)

(Applicable if over \$30,000 total contract value.)

This clause is incorporated by reference.

47. 52.219-73 GOALS FOR SUBCONTRACTING PLAN (JUN 2005), ALTERNATE I (SEP 1999)

(Applicable if over \$700,000 total contract value.)

This clause is incorporated by reference.

INITIALS:

LESSOR

&

GOVERNMENT

9/29/2017

**Amendment Number 1
to Request for Lease Proposals No. 7RI2043
for the Department of Homeland Security – Immigration and Customs Enforcement in Warwick, RI**

The purpose of this Amendment to Request for Lease Proposals (RLP) No. 7RI2043 is to revise the initial offer due date

RLP PARAGRAPH 3.02 IS HEREBY MODIFIED TO STATE THE FOLLOWING:

B. In order to be considered for award, offers conforming to the requirements of the RLP shall be received in one of the following ways:

1. No later than **5:00 PM Eastern Time Zone** on the following date at the following designated office and address:

Date: October 11, 2017
Office: Richard Corley
Jones Lang LaSalle Americas, Inc.
Address: 1 Post Office Square
Boston, MA 02109

2. No later than **5:00 PM Eastern Time Zone** on the following date at the following email address:

Date: October 11, 2017
Email Address: Mark Shinto Richard Corley
Mark.Shinto@gsa.gov Richard.Corley@gsa.gov

-----END OF RLP CHANGES-----

This document is now considered to be part of RLP No. 7RI2043.

All respondents to this RLP shall acknowledge receipt of this Amendment by signature on one copy in the space provided below. The acknowledged copy of this Amendment must be received by 5:00 p.m. Eastern on October 11, 2017. You may email a signed copy of this Amendment to Richard Corley of JLL at Richard.Corley@gsa.gov.

FOR THE OFFEROR

(b) (6)

SIGNATURE

Robert P CLARK

NAME

Managing Member

TITLE

10/10/2017

DATE

FOR THE GOVERNMENT

SIGNATURE

NAME

TITLE

DATE

2/22/2018

**Amendment Number 2
to Request for Lease Proposals No. 7RI2043
for the Department of Homeland Security – Immigration and Customs Enforcement in Warwick, RI**

The purpose of this Amendment to Request for Lease Proposals (RLP) No. 7RI2043 is to revise the lease term

RLP PARAGRAPH 1.02 IS HEREBY MODIFIED TO STATE THE FOLLOWING:

F. The lease term shall be **15** Years, **10** Years Firm, with Government termination rights, in whole or in parts, effective at any time after the Firm Term of the Lease by providing not less than **90** days' prior written notice.

-----END OF RLP CHANGES-----

This document is now considered to be part of RLP No. 7RI2043.

All respondents to this RLP shall acknowledge receipt of this Amendment by signature on one copy in the space provided below. The acknowledged copy of this Amendment must be received by 5:00 p.m. Eastern on March 9, 2018. You may email a signed copy of this Amendment to Richard Corley of JLL at Richard.Corley@gsa.gov.

FOR THE OFFEROR

(b) (6)

SIGNATURE

Robert P. Clark

NAME

Managing Member

TITLE

3/8/18

DATE

FOR THE GOVERNMENT

SIGNATURE

NAME

TITLE

DATE

7/9/2018

**Amendment Number 3
to Request for Lease Proposals No. 7RI2043
for the Department of Homeland Security – Immigration and Customs Enforcement in Warwick, RI**

The purpose of this Amendment to Request for Lease Proposals (RLP) No. 7RI2043 is to revise the lease term

RLP PARAGRAPH 1.02 C IS HEREBY MODIFIED TO STATE THE FOLLOWING:

C. The Government requires 0 structured/inside parking spaces and 34 surface/outside parking spaces, reserved for the exclusive use of the Government (please provide narrative on ability to accommodate 94 surface/outside parking spaces for privately owned vehicles not be included in lease). These spaces must be secured and lit in accordance with the Security Requirements set forth in the Lease. Offeror shall include the cost of this parking as part of the rental consideration.

END OF RLP CHANGES

This document is now considered to be part of RLP No. 7RI2043.

All respondents to this RLP shall acknowledge receipt of this Amendment by signature on one copy in the space provided below. The acknowledged copy of this Amendment must be received by 5:00 p.m. Eastern on July 17, 2018. You may email a signed copy of this Amendment to Maureen Payton of JLL at Maureen.ezeike@gsa.gov.

FOR THE OFFEROR

(b) (6)

SIGNATURE

Robert P. Clark

NAME

Cape Moraine LLC - Managing Member

TITLE

7/9/18

DATE**FOR THE GOVERNMENT**

(b) (6)

SIGNATURE

MARK S. SHINDO

NAME

LEASE CONTRACTING OFFICER

TITLE

JUL 09 2018

DATE

U.S. GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE

LEASE NO. LRI04549

THIS LEASE, made and entered into this date by and between VAS REALTY, LLC
whose address is

137 APPLGATE ROAD
CRANSTON, RI 02920

and whose interest in the property hereinafter described is that of owner
hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:
WITNESSETH: The parties hereto for the consideration hereinafter mentioned, covenant and agree as follows:

1. LESSOR HEREBY LEASES TO THE GOVERNMENT AND THE GOVERNMENT HEREBY LEASES FROM THE LESSOR THE FOLLOWING DESCRIBED PREMISES: An area of 30,000 Rentable Square Feet (RSF)/ 29,204 BOMA Useable Square Feet (BUSF), with a Common Area Factor of 1.0273, of office and general purpose space (see Exhibit 1, Floorplan) at 1 International Way, Warwick, RI 02886-1700 (hereinafter the "Building"), and by this reference made a part hereof, together with 132 surface parking spaces located on the site, all parking, all improvements and all amenities being collectively hereinafter referred to as the "Premises" or the "Leased Premises", all of which are leased to the Government together with any and all appurtenances, rights, privileges and easements now or hereafter benefiting, belonging or appertaining thereto, including without limitation use of all common areas and facilities, and rights of ingress and egress to the Building, the Leased Premises and all common areas and appurtenances, to be used for general Government purposes as determined by the General Services Administration
2. TERM: TO HAVE AND TO HOLD the said Premises with their appurtenances for a term of ten years. Commencement and termination dates will be established with a Supplemental Lease Agreement upon Government acceptance of the leased space.
3. TERMINATION RIGHT: None
4. RENEWAL OPTION: None
5. THE GOVERNMENT SHALL PAY to the Lessor, commencing in accordance with Paragraph 3.17.1 of the Solicitation For Offers (SFO) #7RI2012 of the Lease, rent as follows:
Annual rent of \$1,048,500.00 for years 1 through 3 payable at the rate of (b) (4) per month in arrears and \$1,073,700.00 for years 4 through 10, to include all CPI escalations, payable at the rate of (b) (4) per month in arrears, via Electronic Funds Transfer to:

VAS REALTY, LLC
137 APPLGATE ROAD
CRANSTON, RI 02920

Rent for a lesser period shall be prorated on a per diem basis.

Initial/Date: P/3/07

(b) (6)
Lessor

(b) (6)
&
G

6. THE LESSOR SHALL FURNISH TO THE GOVERNMENT, for the stated rental consideration specified in Paragraph 5 above and at no further cost or expense to the Government, the following:
- (a) The Leased Premises, and all appurtenances, rights and privileges as described in Paragraph 1 hereof;
 - (b) All requirements including, but not limited to, all services, utilities, compliance activities and efforts, alterations, improvements, buildout (except for lump sum reimbursable items), and maintenance, repair and replacement requirements, all as specified in or contemplated by Solicitation for Offers 7R12012, dated April 23, 2007, as amended (hereinafter, the "SFO"), attached hereto and by this reference made a part hereof;
 - (c) All rights, reservations of rights, privileges and the like specified in, described by, or contemplated by this Lease.
7. IN REFERENCE TO BUILDOUT AND DELIVERY of the Leased Premises, the Lessor agrees to the following:
- (a) The Lessor hereby agrees that, as regards delivery of the Leased Premises to the Government ready for occupancy (hereinafter, "Delivery"):
 - (i) Time is of the essence.
 - (ii) Lessor shall effect Delivery on that date in accordance with paragraph 3.17 Contruction Schedule of Tenant Improvements (SEP 2000), section F. Construction of Teneant Improvements (hereinafter the "Delivery Date").
 - (iii) Except with regard to such "Punch List" items as may be identified in the Acceptance Notice as defined in Paragraph 7(a)(v) hereof, it is a condition precedent to Delivery that all construction required under this Lease shall be substantially complete and comply with the requirements of FAR 52.246.12 and 21 and GSAR 552.246-71 (hereinafter, the "Regulations"), attached hereto and by this reference made a part hereof, and all drawings, plans and specifications referenced in Paragraph 4.8 Floor Plans After Occupancy of the SFO and that the Leased Premises otherwise fully comply with the requirements of this Lease.

Initial/Date:

8/3/07
(b) (6)

Lessor

8/16/07
(b) (6)

Govt

- (iv) As required under the Regulations, not less than ten (10) calendar days prior to the date on which the Leased Premises will, in the Lessor's reasonable, professional opinion, be ready for occupancy by the Government (the "Proposed Readiness Date"), the Lessor shall deliver to the Government written notice of said Proposed Readiness Date. Unless the Contracting Officer determines that the Leased Premises are not ready for inspection, not more than ten (10) calendar days following the Proposed Readiness Date, the Government shall commence inspection of all construction required under this Lease for compliance with the Regulations, the plans and all terms and conditions of this Lease (hereinafter, the "Compliance Inspection").
- (v) It is a further condition precedent to Delivery hereunder that a satisfactory Compliance Inspection shall have been completed by the Government, and the Contracting Officer shall have delivered to the Lessor, written notice of the Government's acceptance of the Leased Premises as ready for occupancy (an "Acceptance Notice"), together with a Punch List or lists as contemplated in Paragraph 7(d) below, if applicable.
- (vi) Lessor's failure to deliver the entire Leased Premises substantially complete and ready for occupancy, as defined in this Paragraph 7, on the Delivery Date, shall be deemed to be an event of default pursuant to the Default in Delivery clause of this Lease, Paragraph 11 of GSA Form 3517, General Clauses of this Lease (the "General" Clauses"), attached hereto and by this reference made a part hereof.
- (vii) Government acceptance of the Leased Premises pursuant to the Compliance Inspection is an acknowledgment of the completion of the work inspected, but is not acceptance of conditions which cannot be fairly discovered until after the Government takes full operational occupancy, an acceptance of latent defects, a waiver of on-going compliance with performance-based specifications, standards and requirements, or a certification of compliance with laws, regulations or other approvals or requirements. Lessor shall remain fully responsible for all of these, and shall correct any conditions at its sole cost and expense upon written notice from the Government.
- (viii) Government review of Lessor-prepared and submitted construction drawings and subsequent comments on same does not constitute a deviation from any provision, condition or requirement of this Lease unless specifically identified as such in writing by the Contracting Officer.
- (b) If the Government accepts the Leased Premises as ready for occupancy and the Leased Premises are substantially complete but not fully complete, then the Government will provide to the Lessor after the Compliance Inspection a Punch List of Items remaining to be completed for all interior spaces in the Building (the "Interior Punch List Items") and a Punch List of all exterior items that remain to be completed (the "Exterior Punch List Items"). Both parties understand that completion of some exterior items such as landscaping, final paving, and other exterior improvements may not be possible until weather permits, which may be as late as 60 to 90 days after the date the Government deems the Leased Premises ready for occupancy. Lessor and the Government agree that in the event that the Interior Punch List Items have not been completed within 30 days after the date the Government deems the Leased Premises ready for occupancy, the Government shall have the right to withhold from payments of rent due a sum of money equal to one and one-half times the estimated cost of completion of the outstanding interior Punch List Items. In the event that the Lessor has not completed the Exterior Punch List Items within 90 days from the date the Government deems the Leased Premises ready for occupancy (or such shorter time as the Government determines in its reasonable judgment that weather conditions allow) the Government shall have the right to withhold from payments of rent due a sum equal to one and one-half times the estimated cost to complete the Exterior Punch List Items. Upon completion of the Interior Punch List Items, any sums retained by the Government to cover the Interior Punch List Items shall be promptly paid to the Lessor. Upon completion of the Exterior Punch List Items, any sums retained by the Government for completion of the Exterior Punch List Items shall be promptly paid to the Lessor. If either Exterior or Interior Punch List Items are not fully completed within 120 days after the date the Government deems the Leased Premises ready for occupancy, the Government may exercise its rights under Paragraph 15 of the General Clauses of the Lease and may avail itself of any other remedy available to the Government at law or in equity.
- (c) Lessor shall promptly notify the Government Contracting Officer of any inconsistency among or between any of the documents referenced herein, and the Contracting Officer shall promptly determine which shall control.

Initial/Date:

8/3/07
(b) (6)
Lessor

9/19/07
(b) (6)
Govt

8. THE GOVERNMENT AT ITS OWN EXPENSE shall be responsible for providing and installing telecommunications, computer cable, conventional furniture, systems furniture and certain special equipment prior to acceptance and occupancy of the Leased Premises. Outside contractors may be hired by the Government to perform this work. The Lessor shall allow early access to the Leased Premises as needed to inspect, measure, deliver and install such furniture, components, infrastructure and/or equipment at no cost or expense to the Government or its contractors. Lessor shall provide advance construction scheduling which shall allow sufficient time for successful completion of the work or installation of furniture, components infrastructure and/or equipment. Lessor shall work closely with the Government and Government contractors to coordinate scheduling of such work or installation at the appropriate stage(s) of construction. In no event shall any such early entry or access be deemed to be an acceptance of the space or the work performed at that point, nor shall any such early entry or access be deemed to in any way to have accelerated the Commencement Date for any purpose.

9. TAX ADJUSTMENTS: Referencing Paragraphs 3.5 "Tax Adjustment" and 3.6 "Percentage of Occupancy" of the SFO, the percentage of Government occupancy of the Building for real estate tax purposes is agreed to be 100%.

10. OPERATING COSTS: The annual operating costs for the first year will be (b) (4). The first year operating cost rate will be adjusted at the beginning of the second year of the lease by Supplemental Lease Agreement in order to establish the operating cost base. The Lessor will submit the invoices for the first year in order to establish an operating cost base. The operating cost adjustment will begin with the third year of the lease. The Base Operating Cost shall be subject to annual adjustment as provided in Paragraph 3.7 of the SFO.

11. OPERATING COST BASE:

SFO 7RI2012, Section 3.7, Operating Costs (Jun 1985), paragraph A., the first sentence is hereby deleted in its entirety and replaced with "Beginning with the third year of the lease and each year after, the Government shall pay adjusted rent for changes in costs for cleaning services, supplies, materials, maintenance, trash removal, landscaping, water, sewer charges, heating, electricity and certain administrative expenses attributable to occupancy."

12. VACANT PREMISES: Referencing Paragraph 3.15 "Adjustment for Vacant Premises" of the SFO, provided that the Government's failure to occupy all or any portion of the Leased Premises does not result from an event of default or failure to perform on the part of Lessor which remains uncured beyond any cure period as may be provided in this Lease, if the Government fails to occupy all or any portion of the Leased Premises or vacates the Leased Premises in whole or in part prior to the expiration of this Lease, rent for such unoccupied portion of the Leased Premises shall be reduced by \$ (b) (4) per BUSF. Any rental paid by the Government after acceptance of the Leased Premises as described herein but prior to actual occupancy shall be less the cost for services and utilities

There will be no adjustment for rent or operating costs if the Government vacates all or any portion of the Leased Premises.

8/3/07

(b) (6)

(b) (6)

8/16/07

8/3/07

8/16/07

Initial/Date: (b) (6) & (b) (6)
Lessor Govt

13. OVERTIME USAGE: Referencing Paragraph 7.3 "Overtime Usage" of the SFO, the Government shall pay the Lessor for overtime usage of heating, ventilation and air conditioning ordered in full compliance with the requirements of said Paragraph at the rate to be established by Supplemental Lease Agreement.
14. CHANGE ORDERS: Unless explicitly authorized in advance and in writing by the Contracting Officer, any additional supplies or services, or any change to the specifications, terms or conditions of this Lease (hereinafter a "Change Order"), shall be deemed to be an unauthorized Change in Lease Terms or unauthorized Change Order. The Government shall not pay all or any portion of the cost, charge or expense associated with any such unauthorized Change In Lease Terms or unauthorized Change Order. The Government's occupant tenant is not authorized to administer this Lease and the General Services Administration assumes no responsibility for any costs incurred by the Lessor except as provided herein. All questions and issues pertaining to this Lease shall be referred to the Contracting Officer.
15. REPRESENTATIONS AND WARRANTIES OF LESSOR The Lessor hereby represents and warrants:
- A. That it has the right to enter into and perform its obligations under this Lease and that it has taken all necessary action and procured all necessary consents and grants of authority pursuant to entering into this Lease.
 - B. That no consent, approval or authorization of any person, including any governmental authority or other regulatory agency, is required in connection with the execution or performance of this Lease or the holding or use of the Leased Premises by the Government.
 - C. That (i) it has, or will have prior to the Commencement Date, all permits, certificates, licenses, orders, registrations, authorizations and other approvals (collectively, the "Permits") from all federal, state and local governmental or regulatory agencies, bodies, authorities or other public or private entities which it is required to hold or which are required to be issued to it, or which are necessary or desirable for lease of the Premises to the Government for its contemplated uses; (ii) that such Permits constitute all of the Permits which it is required to hold or have received under the laws, rules and regulations applicable to it or its business; (iii) that it is in full compliance with all terms, provisions and conditions thereof; and (iv) that all of such Permits are in full force and effect and none will lapse or be terminated, suspended or otherwise adversely affected upon or by reason of the execution and delivery of this Lease.
16. SATELLITE DISH/ANTENNA: The Government reserves the right to install additional satellite dishes or antennae at or on the Leased Premises[Building] at any time during the term of this Lease (as the same may be extended or renewed). All rights and privileges of the Government to install, use and access satellite dishes, antennas and/or related equipment are considered to be requirements of this Lease and shall be at no additional rent, charges, fees or costs to Government.

17. NOTICES: All notices and other communication which is required or permitted by this Lease shall be in writing and delivered by personal service, sent by registered or certified first class US mail, postage prepaid, properly addressed, or by regular overnight delivery service such as Federal Express,, if intended for the Lessor to Mr. Vito Scola at the address first set forth as follows:

VAS REALTY, LLC
137 APPLGATE ROAD
CRANSTON, RI 02920

and if intended for the Government, to the below-named Contracting Officer at the following address:

General Services Administration
Public Buildings Service, Leasing Division
10 Causeway Street, Suite 1075
Boston MA 02222

or to such other address as shall be given in writing by any party to the other.

Initial/Date:

e/3/07
(b) (6)

8/16/07
(b) (6)

Lessor

& Govt

18. TENANT IMPROVEMENT ALLOWANCE: Referencing Paragraphs 1.10 & 1.11 of the SFO, Lessor has included in the rental rate a Tenant Improvement (TI) Allowance in the amount of (b) (4) calculated at (b) (4) per BOMA Office Area Square Foot, amortized over 10 years at the rate of (b) (4).

The Government may return to the Lessor any unused portion of the TI Allowance in exchange for a decrease in rent according to the amortization rate and the Lessor and the Government shall confirm said rental adjustment, if any, in writing by execution of a Supplemental Lease Agreement.

19. CHANGE OF OWNERSHIP: If during the term of this Lease, including extensions, title to this property is transferred to another party by sale, foreclosure, condemnation, or other transaction, the Lessor (transferor) shall promptly notify the Contracting Officer of said transfer. The following information shall accompany notification:

- A. Certified copy of the deed transferring title to the property from the lessor to the new owner;
- B. Letter from the new owner assuming, approving, and agreeing to be bound by the terms of this Lease;
- C. Letter from the Lessor waiving all rights under this Lease against the Government up to the effective date of transfer;
- D. New owner's full legal name. If ownership is held in a Corporation, indicate State of incorporation; if a Partnership, list all partners; if a Limited Partnership or Limited Liability Corporation/Company, list all general partners or members and identify under which State the partnership or LLC was created; if a Trust, give names of all trustees and recording date of Trust.

All foregoing information must be received by the fifteenth day of the month in which the transfer of title will be effected. The rent for that month, adjusted in accordance with the effective date of transfer, will be processed to the transferor, and the initial rental payment to the transferee, will be processed on the first day of the second month following the transfer of title.

If the notification of transfer and related information is not received until the sixteenth day of the month or later in which the transfer of title will be effected, the full contract rental for that month will be forwarded to the transferor. In this instance, it will be the responsibility of both the transferor and the transferee to submit in conjunction with other requested information, a letter of agreement regarding disposition of the monthly rent with respect to the effective date of transfer. In any instance, failure to submit documentation required for a transfer of title will result in a stop payment of rent until such time all documentation is received by the Contracting Officer

20. RESTRICTION ON DISSEMINATION OF PLANS, DRAWINGS AND SPECIFICATIONS: Associated plans, drawings, or specifications provided under this Lease are intended for use by the Lessor, contractors, subcontractors and suppliers. In support of this requirement, GSA requires Lessor to exercise reasonable care when handling documents relating to building drawings/plans, security equipment, security equipment installations, and contract guard service, by the following means:

- A. Limiting reproduction and/or dissemination of covered materials only to persons/parties related to this acquisition or otherwise authorized to receive such information;
- B. Making every possible reasonable and prudent effort to prevent unauthorized disclosure of this information;
- C. Keeping accurate and detailed records as to the identity of persons having access to or receiving copies of plans, drawings or specifications;
- D. Continuing the efforts required above throughout the entire term of this Lease and for what specific time thereafter as may be necessary; and
- E. When need for documents has elapsed, destroying all copies.

Initial/Date:

8/3/07
(b) (6)

8/16/07
(b) (6)

Lessor

Govt

21. ATTACHMENTS: The following documents are attached hereto and by this reference made a part hereof:

- A. GSA Form 3517, General Clauses
- ✓ B. GSA Form 3518, Representations and Certifications
- C. SFO 7RI2012 and Exhibits
- D. Document Security Notification

To the extent of any inconsistency between the terms
of this Lease and any of the Attachments, the terms of
this Lease shall govern. 8/3/07

(b) (6)

* REFERS TO SF-2 ONLY.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR

BY VAS Realty, (b) (6) MEMBER
(Signature) (Title)

IN PRESENCE OF: (b) (6) 101 Dyer Street, Suite 400
(Signature) (Address of Witness)
Steven P DeWaz

UNITED STATES OF AMERICA GENERAL SERVICES ADMINISTRATION

BY (b) (6) Contracting Officer
(Signature) (Official title)

8/3/07 8/16/07
Initial/Date: (b) (6) & (b) (6)
Lessor Govt

GENERAL CLAUSES
(Acquisition of Leasehold Interests in Real Property)

1. 52.252-2 CLAUSES INCORPORATED BY REFERENCE (DEC 2003) (VARIATION)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available or the full text may be found on the Internet as GSA Form 3517B at <http://www.gsa.gov/leasingform>.

The term "usable" in reference to square footage in any of these clauses means "ANSI/BOMA Office Area."

2. THE FOLLOWING CLAUSES ARE INCORPORATED BY REFERENCE:

CATEGORY	CLAUSE NO.	48 CFR REF.	CLAUSE TITLE
DEFINITIONS	1	552.270-4	Definitions (SEP 1999) (Variation)
GENERAL	2	552.270-5	Subletting and Assignment (SEP 1999)
	3	552.270-11	Successors Bound (SEP 1999)
	4	552.270-23	Subordination, Nondisturbance and Attornment (SEP 1999)
	5	552.270-24	Statement of Lease (SEP 1999)
	6	552.270-25	Substitution of Tenant Agency (SEP 1999)
	7	552.270-26	No Waiver (SEP 1999)
	8	552.270-27	Integrated Agreement (SEP 1999)
	9	552.270-28	Mutuality of Obligation (SEP 1999)
PERFORMANCE	10	552.270-17	Delivery and Condition (SEP 1999)
	11	552.270-18	Default in Delivery—Time Extensions (SEP 1999) (Variation)
	12	552.270-19	Progressive Occupancy (SEP 1999)
	13	552.270-21	Effect of Acceptance and Occupancy (SEP 1999)
	14	552.270-6	Maintenance of Building and Premises— Right of Entry (SEP 1999)
	15	552.270-10	Failure in Performance (SEP 1999)
	16	552.270-22	Default by Lessor During the Term (SEP 1999)
	17	552.270-7	Fire and Casualty Damage (SEP 1999)
	18	552.270-8	Compliance with Applicable Law (SEP 1999)
	19	552.270-12	Alterations (SEP 1999)
	20	552.270-29	Acceptance of Space (SEP 1999)
INSPECTION	21	552.270-9	Inspection—Right of Entry (SEP 1999)
PAYMENT	22	52.204-7	Central Contractor Registration (OCT 2003) (Variation)
	23	552.232-75	Prompt Payment (SEP 1999)
	24	552.232-76	Electronic Funds Transfer Payment (MAR 2000) (Variation)
	25	552.232-70	Invoice Requirements (SEP 1999) (Variation)
	26	52.232-23	Assignment of Claims (JAN 1986) (Applicable to leases over \$2,500.)
	27	552.270-20	Payment (SEP 1999) (Variation)

INITIALS:

(b) (6)

&

(b) (6)

LESSOR

GOVERNMENT

STANDARDS OF CONDUCT	28	552.203-5	Covenant Against Contingent Fees (FEB 1990) (Applicable to leases over \$100,000.)
	29	52.203-7	Anti-Kickback Procedures (JUL 1995)
	30	52.223-6	Drug-Free Workplace (MAY 2001)
ADJUSTMENTS	31	552.203-70	Price Adjustment for Illegal or Improper Activity (SEP 1999) (Applicable to leases over \$100,000.)
	32	52.215-10	Price Reduction for Defective Cost or Pricing Data (OCT 1997)
	33	552.270-13	Proposals for Adjustment (SEP 1999)
	34	552.270-14	Changes (SEP 1999) (Variation)
AUDITS	35	552.215-70	Examination of Records by GSA (FEB 1996)
	36	52.215-2	Audit and Records—Negotiation (JUN 1999)
DISPUTES	37	52.233-1	Disputes (JULY 2002)
LABOR STANDARDS	38	52.222-26	Equal Opportunity (APR 2002) (Applicable to leases over \$10,000.)
	39	52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation (FEB 1999) (Applicable to leases over \$10,000,000.)
	40	52.222-21	Prohibition of Segregated Facilities (FEB 1999) (Applicable to leases over \$10,000.)
	41	52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (Applicable to leases over \$10,000.)
	42	52.222-36	Affirmative Action for Workers with Disabilities (JUN 1998) (Applicable to leases over \$2,500.)
	43	52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (Applicable to leases over \$10,000.)
SUBCONTRACTING	44	52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment (JUL 1995) (Applicable to leases over \$25,000.)
	45	52.215-12	Subcontractor Cost or Pricing Data (OCT 1997)
	46	52.219-8	Utilization of Small Business Concerns (OCT 2000)
	47	52.219-9	Small Business Subcontracting Plan (JAN 2002) (Applicable to leases over \$500,000.)
	48	52.219-16	Liquidated Damages—Subcontracting Plan (JAN 1999) (Applicable to leases over \$500,000.)

The information collection requirements contained in this solicitation/contract, that are not required by regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

INITIALS: (b) (6) & (b) (6)
LESSOR & GOVERNMENT

REPRESENTATIONS AND CERTIFICATIONS
 (Acquisition of Leasehold Interests in Real Property)

 Solicitation Number
SFO NO. 7RI2012

 Dated 6-1-2007
MM-DD-2007

Complete appropriate boxes, sign the form, and attach to offer.

The Offeror makes the following Representations and Certifications. NOTE: The "Offeror," as used on this form, is the owner of the property offered, not an individual or agent representing the owner.

1. 52.219-1 - SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002)

- (a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 531190.
- (2) The small business size standard is \$17.5 Million.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) *Representations.*

- (1) The Offeror represents as part of its offer that it ☒ is, ☐ is not a small business concern.
- (2) [Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The Offeror represents, for general statistical purposes, that it ☐ is, ☒ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (3) [Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The Offeror represents as part of its offer that it ☐ is, ☒ is not a women-owned small business concern.
- (4) [Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The Offeror represents as part of its offer that it ☐ is, ☒ is not a veteran-owned small business concern.
- (5) [Complete only if the Offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.] The Offeror represents as part of its offer that it ☐ is, ☒ is not a service-disabled veteran-owned small business concern.
- (6) [Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The Offeror represents, as part of its offer, that—
- (i) It ☐ is, ☒ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and
- (ii) It ☐ is, ☒ is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The Offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) *Definitions.* As used in this provision—

INITIALS:

(b) (6)

&

(b) (6)

LESSOR

GOVERNMENT

"Service-disabled veteran-owned small business concern"—

- (1) Means a small business concern—
 - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
 - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern—

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern—

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

- (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
- (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall—
 - (i) Be punished by imposition of fine, imprisonment, or both;
 - (ii) Be subject to administrative remedies, including suspension and debarment; and
 - (iii) Be ineligible for participation in programs conducted under the authority of the Act.

2. 52.204-5 - WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)

- (a) *Definition.* "Women-owned business concern," as used in this provision, means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.
- (b) *Representation.* [Complete only if the Offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The Offeror represents that it [] is a women-owned business concern.

3. 52.222-22 - PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

(Applicable to leases over \$10,000.)

The Offeror represents that—

- (a) It [] has, ☒ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause [] tion;

INITIALS: (b) (6) & (b) (6)
LESSOR GOVERNMENT

- (b) It ☐ has, ☐ has not filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards. (Approved by OMB under Control Number 1215-0072.)

4. 52.222-25 - AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

(Applicable to leases over \$10,000 and which include the clause at FAR 52.222-26, Equal Opportunity.)

The Offeror represents that—

- (a) It ☐ has developed and has on file, ☒ has not developed and does not have on file, at each establishment affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or
- (b) It ☒ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor. (Approved by OMB under Control Number 1215-0072.)

5. 52.203-02 - CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(Applicable to leases over \$100,000 average net annual rental, including option periods.)

(a) The Offeror certifies that—

- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this offer have not been and will not be knowingly disclosed by the Offeror, directly or indirectly, to any other Offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the Offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory—

- (1) Is the person in the Offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above (Insert full name of person(s) in the Offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the Offeror's organization);
 (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and
 (iii) As an agent, has not personally participated, and will not participate, in action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the Offeror deletes or modifies subparagraph (a)(2) above, the Offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

6. 52.203-11 - CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)

(Applicable to leases over \$100,000.)

INITIALS: (b) (6) & (b) (6)
 LESSOR GOVERNMENT

- (a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, are hereby incorporated by reference in paragraph (b) of this certification.
- (b) The Offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989, —
 - (1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
 - (2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the Offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and
 - (3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.
- (c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

7. 52.209-5 - CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

(Applicable to leases over \$100,000 average net annual rental, including option periods.)

- (a) (1) The Offeror certifies, to the best of its knowledge and belief, that—
 - (i) The Offeror and/or any of its Principals—
 - (A) Are ☐ are not ☒ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
 - (B) Have ☐ have not ☒, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
 - (C) Are ☐ are not ☒ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.
 - (ii) The Offeror has ☐ has not ☒, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
- (2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

INITIALS:

(b) (6)

&

(b) (6)

LESSOR

GOVERNMENT

- (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

8. 52.204-3 - TAXPAYER IDENTIFICATION (OCT 1998)

(a) *Definitions.*

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the Offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the Offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

- (b) All Offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the Offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.
- (c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the Offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the Offeror's TIN.

(d) *Taxpayer Identification Number (TIN).*

- ☒ TIN: **(b) (4)**
- ☐ TIN has been applied for.
- ☐ TIN is not required because:
- ☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
 - ☐ Offeror is an agency or instrumentality of a foreign government;
 - ☐ Offeror is an agency or instrumentality of the Federal government;

(e) *Type of organization.*

- | | |
|---|--|
| <input type="checkbox"/> Sole proprietorship; | <input type="checkbox"/> Government entity (Federal, State, or local); |
| <input type="checkbox"/> Partnership; | <input type="checkbox"/> Foreign government; |
| <input type="checkbox"/> Corporate entity (not tax-exempt); | <input type="checkbox"/> International organization per 26 CFR 1.6049-4; |
| <input type="checkbox"/> Corporate entity (tax-exempt); | <input checked="" type="checkbox"/> Other <u>LLC</u> xxxxxxxx |

(f) *Common Parent.*

INITIALS: **(b) (6)** & **(b) (6)**
LESSOR GOVERNMENT

- ☒ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
☐ Name and TIN of common parent:

Name XXXXXXXXXX
TIN #####

9. 52.204-6 – Data Universal Numbering System (DUNS) Number (OCT 2003)

- (a) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS number or "DUNS+4" that identifies the Offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the Offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same parent concern.
- (b) If the Offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.
- (1) An Offeror may obtain a DUNS number—
- (i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or
 - (ii) If located outside the United States, by contacting the local Dun and Bradstreet office.
- (2) The Offeror should be prepared to provide the following information:
- (i) Company legal business name.
 - (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
 - (iii) Company physical street address, city, state and zip code.
 - (iv) Company mailing address, city, state and zip code (if separate from physical).
 - (v) Company telephone number.
 - (vi) Date the company was started.
 - (vii) Number of employees at your location.
 - (viii) Chief executive officer/key manager.
 - (ix) Line of business (industry).
 - (x) Company Headquarters name and address (reporting relationship within your entity).

10. DUNS NUMBER (JUN 2004)

Notwithstanding the above instructions, in addition to inserting the DUNS Number on the offer cover page, the Offeror shall also provide its DUNS Number as part of this submission:

DUNS # 800340 130

11. CENTRAL CONTRACTOR REGISTRATION (JUN 2004)

The Central Contractor Registration (CCR) System is a centrally located, searchable database which assists in the development, maintenance, and provision of sources for future procurements. The Offeror must be registered in the CCR prior to lease award. The Offeror shall register via the Internet at <http://www.ccr.gov>. To remain active, the Offeror/Lessor is required to update or renew its registration annually.

Registration is active. Yes ☒ No ☐ Will register ☒

AS OF 6/04/2007

Signature

INITIALS:

(b) (6)

LESSOR

&

(b) (6)

GOVERNMENT

<p>OFFEROR OR AUTHORIZED REPRESENTATIVE</p> <p>Vito A. Scola</p>	<p>NAME, ADDRESS (INCLUDING ZIP CODE)</p> <p>NAME VAS Realty, LLC</p> <p>STREET 137 Applegate Road</p> <p>CITY, STATE, ZIP CRANSTON RI 02920</p> <p>(b) (6)</p> <p>Signature</p>	<p>TELEPHONE NUMBER</p> <p>(b) (6)</p> <p>6-1-2007</p> <p>Date</p>
--	--	--

INITIALS: (b) (6) & (b) (6)

LESSOR GOVERNMENT

5.18.2007
One International Way
Warwick, Rhode Island

FORM B
Document Security
Notice to Prospective Bidders/Offerors

This solicitation includes Sensitive But Unclassified (SBU) building information. SBU documents provided under this solicitation are intended for use by authorized users only. In support of this requirement, GSA requires bidders/offerors to exercise reasonable care when handling documents relating to SBU building information per the solicitation.

Reasonable Care:

1. **Limiting dissemination to authorized users.** Dissemination of information shall only be made upon determination that the recipient is *authorized* to receive it. The criterion to determine authorization is *need-to-know*. Those with a *need-to-know* are those who are specifically granted access for the conduct of business on behalf of or with GSA. This includes all persons or firms necessary to do work at the request of the Government, such as architects and engineers, consultants, contractors, sub-contractors, suppliers, and others that the contractor deems necessary in order to submit an offer/bid or to complete the work or contract, as well as maintenance and repair contractors and equipment service contractors.

Note: It is the responsibility of the person or firm disseminating the information to assure that the recipient is an authorized user and to keep records of recipients.

Authorized users shall provide identification as set forth below:

Valid identification for non-Government users. Authorized non-Government users shall provide valid identification to receive SBU building information. The identification shall be presented and verified for each dissemination. Valid identification shall be all items (a) through (c), below, and including item (d), as necessary:

- (a) A copy of a valid business license or other documentation granted by the state or local jurisdiction to conduct business. The license at a minimum shall provide the name, address, phone number of the company, state of incorporation, and the name of the individual legally authorized to act for the company. The business must be of the type required to do the work. A general contractor's license may be substituted for the business license in states that issue such licenses. In the rare cases where a business license is not available from the jurisdiction, the information shall be provided and testified to by the submitter; and
- (b) Verification of a valid DUNS Number against the company name listed on the business license or certification. Verification may be obtained via:
Dun & Bradstreet Website: <http://www.dnb.com>
OR
By calling Dun & Bradstreet at 1-888-546-0024
- (c) A Valid IRS Tax ID Number of the company requesting the information; and, as necessary,

(d) **A Valid picture state driver's license** shall be required of person(s) picking up SBU documents. Phone verification must be made to a previously validated authorized user that the individual(s) picking up the documentation is authorized to do so by the company obtaining the documents. SBU documents will not be released to any individual or firm who has not, either previously or at the time of pickup, supplied the required documentation as outlined in paragraphs (a) through (c), above.

2. **Retaining and destroying documents.** The efforts required above shall continue throughout the entire term of the contract and for whatever specific time thereafter as may be necessary. Necessary record copies for legal purposes (such as those retained by the architect, engineer, or contractor) must be safeguarded against unauthorized use for the term of retention. Documents no longer needed shall be destroyed (such as after contract award, after completion of any appeals process or completion of the work). Destruction shall be done by burning or shredding hardcopy, and/or physically destroying CD's, deleting and removing files from the electronic recycling bins, and removing material from computer hard drives using a permanent erase utility or similar software.

3. **Term of Effectiveness.** The efforts required above shall continue throughout the entire term of contract and for what specific time thereafter as may be necessary, as determined by the Government. Necessary record copies for legal purposes (such as those retained by the architect, engineer, or contractor) must be safeguarded against unauthorized use for the term of retention.

4. **Written agreement of disposal.** For all contracts using SBU building information, the contractor shall provide a written statement that he and his subcontractors have properly disposed of the SBU building documents, with the exception of the contractor's record copy, at the time of Release of Claims to obtain final payment. Documents no longer needed shall be destroyed (such as after contract award, after completion of any appeals process or completion of the work). Destruction shall be done by burning or shredding hardcopy, and/or physically destroying CDs, deleting and removing files from the electronic recycling bins, and removing material from computer hard drives using a permanent erase utility or similar software.

The recipient acknowledges the requirement to use **reasonable care**, as outlined above, to safeguard the documents and, if not awarded, the contract (and at the completion of any protest/appeal process) will make every reasonable and prudent effort to destroy or render useless all SBU information received during the solicitation.

I agree that I will abide by this agreement and will only disseminate Sensitive But Unclassified (SBU) building information to other authorized users under the conditions set forth above.

x Signature: (b) (6) V. S. S. S. S. S.

Title: C.E.O.

Date: 6/16/2007

Copy of business license attached

DUNS Number: 800340130

Verified: Yes / No

IRS Tax ID Number (b) (4)

SOLICITATION FOR OFFERS

THE GENERAL SERVICES ADMINISTRATION
FOR
U.S. IMMIGRATION & CUSTOMS ENFORCEMENT (ICE)
IN
PROVIDENCE, RI

NAME: Steven M. Smith
TITLE: Contracting Officer

The information collection requirements contained in this Solicitation/Contract, that are not required by the regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned OMB Control No. 3090-0163.

SFO NO.7RI2012

04/23/2007

INITIALS: (b) (6) & (b) (6)
LESSOR GOVT

1.0 SUMMARY

1.1. AMOUNT AND TYPE OF SPACE (SEP 2000)

A. The Government is interested in leasing approximately 26590 rentable square feet of space. The rentable space shall yield a minimum of 20,106 ANSI/BOMA Office Area (previously Usable) square feet to a maximum of 23,122 ANSI/BOMA Office Area square feet, available for use by tenant for personnel, furnishings, and equipment. Refer to the "ANSI/BOMA Office Area Square Feet" paragraph in the MISCELLANEOUS section of this Solicitation for Offers (SFO).

B. The Offer shall 1) be for space located in a quality building of sound and substantial construction as described in this SFO, 2) have a potential for efficient layout, 3) be within the square footage range to be considered, and 4) be in compliance with all of the Government's minimum requirements set forth herein. For purposes of this SFO, the definition of ANSI/BOMA Office Area square feet is in the "ANSI/BOMA Office Area Square Feet" paragraph in the MISCELLANEOUS section of this SFO.

C. To demonstrate potential for efficient layout, the Offeror may be requested to provide a test fit layout at the Offeror's expense when the space offered contains certain features like:

D. Unless otherwise noted, all references in this SFO to square feet shall mean ANSI/BOMA Office Area square feet.

1.2. AREA OF CONSIDERATION

Within the State of Rhode Island, in the area bounded as follows:

North - By a line running east/west through Cumberland Hill

South - By a line running east/west through East Greenwich

East - By a line running north/south through Barrington

West - By a line running north/south through Greenville

1.3. LOCATION: INSIDE OR OUTSIDE CITY CENTER (SEP 2000)

A. CITY CENTER NEIGHBORHOOD:

1. Space shall be located in a prime commercial office district with attractive, prestigious, professional surroundings with a prevalence of modern design and/or tasteful rehabilitation in modern use. Streets and public sidewalks shall be well-maintained.

2. Parking.

a. The parking-to-square-foot ratio available on-site shall at least meet current local code requirements, or in the absence of a local code requirement, on-site parking shall be available at a ratio of 1 space for every 787 rentable square feet of Government-demised area, or not less than 23 on site surface or covered spaces.

3. Location Amenities.

a. A variety of inexpensive and moderately priced fast food and/or eat-in restaurants shall be located within 5 miles. Other employee services, such as retail shops, cleaners, banks, etc., shall be located within 5 miles.

B. OUTSIDE OF CITY CENTER NEIGHBORHOOD:

1. Space shall be located 1) in an office, research, technology, or business park that is modern in design with a campus-like atmosphere or 2) on an attractively-landscaped site containing one or more modern office buildings that are professional and prestigious in appearance with the surrounding development well-maintained and in consonance with a professional image.

2. Parking.

a. The parking-to-square-foot ratio available on-site shall at least meet current local code requirements, or in the absence of a local code requirement, on-site parking shall be available at a ratio of 1 space for every 787 rentable square feet of Government-demised area, or not less than 23 on site surface or covered spaces.

3. Location Amenities.

a. Adequate eating facilities shall be located within 5 miles. Other employee services, such as retail shops, cleaners, banks, etc., shall be located within 5 miles.

1.4. UNIQUE REQUIREMENTS

1.5. LEASE TERM (SEP 2000)

The lease term is for 10 years. The Government may terminate this lease after 5 years on 60 days' written notice to the Lessor. All the terms and conditions contained herein shall prevail throughout the term of the lease.

1.6. OFFER DUE DATE

Offers are due by 06/8/2007 and shall remain open until accepted.

1.7. OCCUPANCY DATE (SEP 2000)

Occupancy is required 12/31/2007

1.8. HOW TO OFFER (JUL 2006)

A. Offers shall be submitted to the Contracting Officer at:

Steven M. Smith

O'Neill FB

10th Floor Room 1075

10 Causeway St

Boston MA 02222

B. The following documents, properly executed, shall be submitted no later than the close of business on the offer due date.

1. SFO

2. SFO Attachments: See 11.0 Appendix , and the following:

a. GSA Form 1364 Attachment #1 – Lease Rate Structure

b. Attachment #2 – Certificate of Seismic Compliance New Building

c. Attachment #3 – Pre Lease Building Security Plan Addendum Number 4

3. GSA Form 1364, Proposal to Lease Space.

4. GSA Form 1217, Lessor's Annual Cost Statement.

a. Column A of the GSA Form 1217, Line 31(a) will be used to reflect any agreement between LESSOR AND the Lessor Representative agent(s), broker(s), property manager, developer, employee, or any other agent or representative (expressed in either % or \$) and Line 31(b) will reflect the agreement between LESSOR AND the GSA Tenant Representative broker (expressed in either % or \$).

5. GSA Form 3517, General Clauses.

6. GSA Form 3518, Representatives and Certifications.

7. First generation blue-line plans of the space offered, scaled at 1/8" = 1'-0" (preferred) or larger.

a. Photostatic copies are not acceptable. All architectural features of the space shall be accurately shown. If conversion or renovation of the building is planned, alterations to meet this SFO shall be indicated. If requested, more informative plans shall be provided within _____ days.

b. Plans shall reflect corridors in place or the proposed corridor pattern for both a typical full (single-tenant) floor and/or partial (multi-tenant) floor. The corridors in place or proposed corridors shall meet local code requirements for issuance of occupancy permits.

c. The Government will review the corridors in place and/or proposed corridor pattern to make sure that these achieve an acceptable level of safety as well as to ensure that these corridors provide public access to all essential building elements. The Offeror will be advised of any adjustments that are required to the corridors for the purpose of determining the ANSI/BOMA Office Area space. The required corridors may or may not be defined by ceiling-high partitions. Actual corridors in the approved layout for the successful Offeror's space may differ from the corridors used in determining the ANSI/BOMA Office Area square footage for the lease award.

8. An hourly overtime rate for overtime use of heating and cooling. Refer to the "Overtime Usage" paragraph in the SERVICES, UTILITIES, MAINTENANCE section of this SFO. If proposed rate is different than recommended by an independent Government estimate, the Offeror may be required to submit worksheets justifying overtime energy usage and rates.

9. Any other information (such as a fact sheet, 5" wide x 3" high or larger color photograph, site plan, location map, and tax parcel map) in case of multiple tax parcels for an offered building, etc., in order for the Government to perform a complete and adequate analysis of the offered property. Such information may also be requested by the Government, and in such circumstances, shall be submitted by the Offeror within 5 working days of the request.

10. Written acknowledgement and permission to represent other owners for the same SFO if a leasing agent or owner's representative is presenting buildings for multiple ownership groups.

11. If applicable, the agents' disclosure and authorization from each ownership entity to offer in this SFO and/or represent multiple buildings with different ownerships, which may have conflicting interests. Owners and agents in conflicting interest situations are advised to exercise due diligence with regard to ethics, independent pricing, and Government procurement integrity requirements. In such cases, the Government reserves the right to negotiate with the owner directly.

12. Documents supporting evidence of capability to perform. Refer to the "Evidence of Capability to Perform" paragraph in the MISCELLANEOUS section of this SFO.

13. Any Brokerage Commission Agreement between GSA's Tenant Representative and the Lessor for commissions identified in the GSA Form 1217 (July 94).

C. Refer to GSA Form 3516, Solicitation Provisions, for additional instructions. If additional information is needed, the Contracting Officer (or the Contracting Officer's designated representative) should be contacted.

D. There will be no public opening of offers, and all offers will be confidential until the lease has been awarded. However, the Government may release proposals outside the Government to a Government-support contractor to assist in the evaluation of offers. Such Government contractors shall be required to protect the data from unauthorized disclosure. The Offeror who desires to maximize protection of information in the offer may apply the restriction notice to the offer as described in GSA Form 3516, Solicitation Provision, 552.270-1 (d), Restriction on Disclosure and Use of Data.

E. IMPORTANT CLARIFICATIONS TO OFFER REQUIREMENTS:

1. Rate structure required from subparagraph B shall include the following:

a. A lease rate per square foot for the building shell rental, fully serviced. It is the intent of the Government to lease a building shell with a Tenant Improvement Allowance. All improvements in the base building, lobbies, common areas, and core areas shall be provided by the Lessor, at the Lessor's expense. This rate shall include, but not limited to, property financing (exclusive of Tenant Improvement), insurance, taxes, management, profit, etc., for the building. The building shell rental rate shall also include all basic building systems and common area buildout, including base building lobbies, common areas, and core areas, etc., exclusive of the ANSI/BOMA Office Area space offered as required in this SFO.

b. The annual cost (per usable and rentable square foot) for the cost of services and utilities. This equals line 27 of GSA Form 1217, Lessor's Annual Cost Statement, divided by the building size (shown on the top of both GSA Form 1364, Proposal to Lease Space, and Form 1217) for usable and rentable square feet respectively.

c. An annualized percentage interest rate to be used by the Lessor to amortize the cost of the Tenant Improvement Allowance over the firm term of the lease.

d. The annual amortized cost of the Tenant Improvement Allowance. Such amortization shall be expressed as a cost per usable and rentable square foot per year. Tenant Improvements shall be all alterations for the Government-demised area above the building shell buildout. The Tenant Improvement Allowance shall be \$42.13 per ANSI/BOMA Office Area square foot. Such alterations shall be described and identified in the drawings used to construct the Government-demised area. The Tenant Improvement Allowance, which is to be provided by the Lessor to the Government for Tenant Improvements, shall be made available at lease execution.

e. A fully-serviced lease rate per usable and rentable square foot as a summation of the amounts broken out in subparagraphs a, b, and d for the lease.

f. A fully-serviced lease rate per usable and rentable square foot for that portion of the lease term extending beyond the firm term. The rate proposed for this portion of the term shall not reflect any Tenant Improvements as they will have been fully amortized over the firm term.

1.9. BUILDING SHELL REQUIREMENTS (FEB 2007)

A. The Lessor's buildout obligations in providing a building shell (at the Lessor's expense) shall include the following:

1. Base structure and building enclosure components shall be complete. All common areas accessible by the Government, such as lobbies, fire egress corridors and stairwells, elevators, garages, and services areas, shall be complete. Restrooms shall be complete and operational. All newly installed building shell components, including but not limited to, heating, ventilation, and air conditioning (HVAC), electrical, ceilings, sprinklers, etc., shall be furnished, installed, and coordinated with Tenant Improvements.

2. Accessibility Requirements. Accessibility to persons with disabilities shall be required throughout the common areas accessible to Government tenants in accordance with the Architectural Barriers Act Accessibility Standard (ABAAS), Appendices C and D to 36 CFR Part 1191 (ABA Chapters 1 and 2, and Chapters 3 through 10) and shall be installed and coordinated with Tenant Improvements. To the extent the standard referenced in the preceding sentence conflicts with local accessibility requirements, the more stringent standard shall apply.

3. Ceilings. A complete acoustical ceiling system (which includes grid and lay-in tiles) throughout the Government-demised area and all common areas accessible to Government tenants shall be required in accordance with the "Ceilings" in the ARCHITECTURAL FINISHES section of this SFO. The acoustical ceiling system shall be furnished, installed, and coordinated with Tenant Improvements.

4. Doors. Exterior building doors and doors necessary to the lobbies, common areas, and core areas shall be required. This does not include suite entry or interior doors specific to Tenant Improvements. Related hardware shall be installed in accordance with the "Doors: Hardware" paragraph and the "Doors: Exterior" paragraph in the ARCHITECTURAL FINISHES section of this SFO.

5. Partitions. Permanent, perimeter, and demising slab-to-slab partitions (including all columns) finished with paint and base shall be required in accordance with the "Partitions: General" paragraph and the "Partitions: Permanent" paragraph in the ARCHITECTURAL FINISHES section of this SFO.

6. Flooring. All building common areas shall have finished floors in accordance with the "Floor Covering and Perimeters" paragraph in the ARCHITECTURAL FINISHES section of this SFO.

7. Plumbing. The Offeror shall include cost of plumbing in common areas, such as for toilet rooms and janitor closets as part of the building shell cost. Hot and cold water risers and domestic waste and vent risers, installed and ready for connections that are required for Tenant Improvements, shall be included in the shell rent.

8. HVAC. Central HVAC systems shall be installed and operational, including, as appropriate, main and branch lines, VAV boxes, dampers, flex ducts, and diffusers, for an open office layout, including all building common areas. Conditioned air through medium pressure duct work at a rate of .75 cubic feet per minute per ANSI/BOMA Office Area square foot shall be provided.

9. Electrical. Electrical power distribution panels and circuit breakers shall be available in an electrical closet, with capacity at 277/480 volt (V) and 120/208 V, 3-phase, 4-wire system providing 7 watts (W) per ANSI/BOMA Office Area square foot.

10. Lighting. Parabolic type 2'-0" wide x 2'-0" high fluorescent lighting fixtures (or other building standard fixtures) shall be installed in the ceiling grid for an open office plan at the rate of 1 fixture per 80 ANSI/BOMA Office Area square feet. Lighting as necessary shall be provided in all building common areas in accordance with the "Lighting: Interior and Parking" paragraph in the MECHANICAL, ELECTRICAL, PLUMBING section of this SFO.

11. Safety and Environmental Management. Complete safety and environmental management shall be provided throughout the building in accordance with federal, state, and local codes and laws including, but not limited to, such items as fire detection and alarms, emergency building power for life safety systems, etc., and shall be in accordance with ABAAS. Where sprinklers are required in the Government demised area, sprinkler mains and distribution piping in a "protection" layout (open plan) with heads turned down with an escutcheon or trim plate shall be provided.

12. Telephone Rooms. Building telecommunication rooms on each floor shall be completed, operational, and ready for Tenant Improvements. The telephone closets shall include a telephone backboard.

13. All of the above improvements are described in more detail hereinafter in this SFO.

1.10. TENANT IMPROVEMENTS (SEP 2000)

A. The Tenant Improvement Allowance shall be used for building out the Government-demised area in accordance with the Government-approved design intent drawings. All Tenant Improvements required by the Government for occupancy shall be performed by the successful Offeror as part of the rental consideration, and all improvements shall meet the quality standards and requirements of this SFO and GSA Form 3517, General Clauses.

B. The Tenant Improvement Allowance shall include all the Offeror's administrative costs, general contractor fees, subcontractor's profit and overhead costs, Offeror's profit and overhead, design costs, and other associated project fees necessary to prepare construction documents to complete the Tenant Improvements. It is the successful Offeror's responsibility to prepare all documentation (working drawings, etc.) required to receive construction permits. NO COSTS ASSOCIATED WITH THE BUILDING SHELL SHALL BE INCLUDED IN THE TENANT IMPROVEMENT PRICING.

1.11. TENANT IMPROVEMENT RENTAL ADJUSTMENT (SEP 2000)

A. All Tenant Improvements shall be identified after award of the contract in accordance with the provisions established in the "Design Intent Drawings" subparagraph in the "Construction Schedule of Tenant Improvements" paragraph in the MISCELLANEOUS section of this SFO.

1. The Government, at its sole discretion, shall make all decisions as to the usage of the Tenant Improvement Allowance. The Government may use all or part of the Tenant Improvement Allowance. The Government may return to the Lessor any unused portion of the Tenant Improvement Allowance in exchange for a decrease in rent according to the amortization rate over the firm term.

2. The Government reserves the right to make cash payments for any or all work performed by the Lessor. Prior to occupancy, the Government, at its sole discretion, may choose to pay lump sum for any or all of the Tenant Improvement Allowance. If, prior to occupancy, the Government elects to make a lump sum payment for any portion of the Tenant Improvement Allowance, the payment of the Tenant Improvement Allowance by the Government will result in a decrease in the rent. At any time after occupancy, the Government, at its sole discretion, may choose to pay lump sum for any part or all of the remaining unpaid amortized balance of the Tenant Improvement Allowance. If the Government elects to make a lump sum payment for the Tenant Improvement Allowance after occupancy, the payment of the Tenant Improvement Allowance by the Government will result in a decrease in the rent according to the amortization rate over the firm term of the lease.

3. If it is anticipated that the Government will spend more than the allowance identified above, the Government reserves the right to 1) reduce the Tenant Improvement requirements, 2) pay lump sum for the overage upon completion and acceptance of the improvements, or 3) increase the rent according to the negotiated amortization rate over the firm term of the lease.

4. Payment will not be made by the Government in instances where the Government accepts fixtures and/or other Tenant Improvements already in place. However, the Lessor will be reimbursed for costs to repair or improve the fixture(s) and/or any other improvements already in place.

1.12. NEGOTIATIONS (MAY 2005)

A. Negotiations will be conducted on behalf of the Government by the Contracting Officer (or the Contracting Officer's designated representative). The Contracting Officer is named on the cover of this SFO. The Government will negotiate rental price for the initial term, any renewal periods, and any other aspect of the offer as deemed necessary.

B. The Offeror shall not enter into negotiations concerning the space leased or to be leased with representatives of federal agencies other than the Contracting Officer or designee.

C. The Contracting Officer or their designated representative will conduct oral or written negotiations with all Offerors that are within the competitive range. The competitive range will be established by the Contracting Officer on the basis of cost or price and other factors (if any) that are stated in this SFO and will include all of the most highly rated proposals, unless the range is further reduced for purposes of efficiency. Offerors who are not included in the competitive range will be notified in writing.

D. All Offerors will be provided a reasonable opportunity to submit any cost or price, technical, or other revisions to their offer that may result from the negotiations. Negotiations will be closed with submission of final proposal revisions ("Best and Final" offers).

1.13. PRICE EVALUATION (PRESENT VALUE) (MAY 2005)

- A. If annual CPI adjustments in operating expenses are included, the Offeror shall be required to submit the offer with the total "gross" annual price per rentable square foot and a breakout of the "base" price per rentable square foot for services and utilities (operating expenses) to be provided by the Lessor. The "gross" price shall include the "base" price.
- B. The Offeror shall be required to submit plans and any other information to demonstrate that the rentable space yields ANSI/BOMA Office Area space within the required ANSI/BOMA Office Area range. The Government will verify the amount of ANSI/BOMA Office Area square footage and will convert the rentable prices offered to ANSI/BOMA Office Area prices, which will subsequently be used in the price evaluation.
- C. If the offer includes annual adjustments in operating expenses, the base price per ANSI/BOMA Office Area square foot from which adjustments are made will be the base price for the term of the lease, including any option periods.
- D. Evaluation of offered prices will be on the basis of the annual price per ANSI/BOMA Office Area square foot, including any option periods. The Government will perform present value price evaluation by reducing the prices per ANSI/BOMA Office Area square foot to a composite annual ANSI/BOMA Office Area square foot price, as follows:
1. Parking and wareyard areas will be excluded from the total square footage but not from the price. For different types of space, the gross annual per square foot price will be determined by dividing the total annual rental by the total square footage minus these areas.
 2. Free rent will be evaluated in the year in which it is offered. The gross annual per square foot price is adjusted to reflect free rent.
 3. Prior to the discounting procedure below, the total dollar amount of the Commission Credit (if applicable) will be subtracted from the first year's gross annual rent (unless the provision of free rent causes the credit to apply against rent beyond the first year's term, in which case the Commission Credit will be allocated proportionately against the appropriate year's gross rent).
 4. Also as stated in the "Broker Commission and Commission Credit" paragraph, the amount of any commission paid to the Government's Broker will not be considered separately as part of this price evaluation since the value of the commission is subsumed in the gross rent rate.
 5. If annual adjustments in operating expenses will not be made, the gross annual per square foot price, minus the Commission Credit (if applicable), will be discounted annually at 5 percent to yield a gross present value cost (PVC) per square foot.
 6. If annual adjustments in operating expenses will be made, the annual per square foot price, minus the Commission Credit (if applicable) and the base cost of operating expenses, will be discounted annually at 5 percent to yield a net PVC per square foot. The operating expenses will be both escalated at 2.5 percent compounded annually and discounted annually at 5 percent, then added to the net PVC to yield the gross PVC.
 7. To the gross PVC will be added:
 - a. The cost of Government-provided services not included in the rental escalated at 2.5 percent compounded annually and discounted annually at 5 percent.
 - b. The annualized (over the full term) per ANSI/BOMA Office Area square foot cost of any items, which are to be reimbursed in a lump sum payment. (The cost of these items is present value; therefore, it will not be discounted.)
-
- c. The cost of relocation of furniture, telecommunications, replications costs, and other move-related costs, if applicable.
8. The sum of either subparagraphs 5 and 7 or subparagraphs 6 and 7 will be the ANSI/BOMA Office Area per square foot present value of the offer for price evaluation purposes.

1.14. AWARD (JAN 1997)

- A. After conclusion of negotiations, the Contracting Officer will require the Offeror selected for award to execute the proposed lease prepared by the Government which reflects the proposed agreement of the parties.
- B. The proposed lease shall consist of:
1. Standard Form 2 (or GSA Form 3628) U.S. Government Lease for Real Property,
 2. required clauses,
 3. required certifications and representations,
 4. the pertinent provisions of the offer, and
 5. the pertinent provisions of the SFO.
- C. The acceptance of the offer and award of the lease by the Government occurs upon notification of unconditional acceptance of the offer or execution of the lease by the Contracting Officer and mailing or otherwise furnishing written notification or the executed lease to the successful Offeror.

2.0 AWARD FACTORS

2.1. SEISMIC SAFETY (FEB 2007)

A. All offers received in response to this SFO will be evaluated to determine whether the offers fully meet National Institute of Standards and Technology (NIST) NISTIR 5382, Interagency Committee on Seismic Safety in Construction (ICSSC) RP 4, Standards of Seismic Safety for Existing Federally Owned or Leased Buildings, as modified below. If any offers are received which fully meet seismic safety requirements, then other offers, which do not fully meet these requirements, will not be considered.

B. "Fully meets" as used herein with regard to the seismic safety requirements means that the Offeror has provided a written certification (example available for the Contracting Officer) from a licensed structural engineer certifying that both the building design and construction are in full compliance with the life-safety performance level of NISTIR 5382, ICSSC RP 4, Standards of Seismic Safety for Existing Federally Owned or Leased Buildings, AS MODIFIED HEREIN:

1. FEMA-178, NEHRP Handbook for the Seismic Evaluation of Existing Buildings, shall be replaced with FEMA-310, Handbook for the Seismic Evaluation of Buildings: A Prestandard.
2. Section 1.3.1, Post-Benchmark Buildings (Table 1: Advisory Benchmark Years) shall be replaced with the below table.

BENCHMARK BUILDINGS (Table 3-1 of FEMA-310)			
BUILDING TYPE ¹	Model Building Seismic Design Provisions		
	BOCA ^{1s}	SBCCI ^{1s}	UBC ^{1s}
Wood Frame, Wood Shear Panels (Type W1 and W2) ²	1992	1993	1976
Wood Frame, Wood Shear Panels (Type W1A)	1992	1993	1976
Steel Moment Resisting Frame (Type S1 and S1A)	**	**	1994 ⁴
Steel Braced Frame (Type S2 and S2A)	1992	1993	1988
Light Metal Frame (Type S3)	*	*	*
Steel Frame w/Concrete Shear Walls (Type S4)	1992	1993	1976
Reinforced Concrete Moment Resisting Frame (Type C1) ³	1992	1993	1976
Reinforced Concrete Shear Walls (Type C2 and C2A)	1992	1993	1976
Steel Frame with URM Infill (Type S5 and S5A)	*	*	*
Concrete Frame with URM Infill (Type C3 and C3A)	*	*	*
Tilt-up Concrete (Type PC1 and PC1A)	*	*	1997
Precast Concrete (Type PC2 and PC2A)	*	*	*
Reinforced Masonry (Type RM1)	*	*	1997
Reinforced Masonry (Type RM2)	1992	1993	1976
Unreinforced Masonry (Type URM) ⁵	*	*	1991 ⁶
Unreinforced Masonry (Type URMA)	*	*	*

- 1 Building Type refers to one of the Common Building Types defined in Table 2-2 of FEMA-310.
- 2 Buildings on hillside sites shall not be considered Benchmark Buildings.
- 3 Flat Slab Buildings shall not be considered Benchmark Buildings.
- 4 Steel Moment-Resisting Frames shall comply with Section 2213.7.1.2 of the Uniform Building Code.
- 5 URM buildings evaluated using the ABK Methodology (ABK, 1984) may be considered Benchmark Buildings.
- 6 Refers to the UBCB Section of the UBC.
- 1s Only buildings designed and constructed or evaluated in accordance with FEMA-310 and being evaluated to the Life-Safety Performance level may be considered Benchmark Buildings.
- * No Benchmark year; building shall be evaluated using FEMA-310.
- ** Local provisions shall be compared with the UBC.

BOCA Building Officials and Code Administrators, *National Building Code*.
SBCCI Southern Building Code Congress International, *Standard Building Code*.
UBC International Conference of Building Officials, *Uniform Building Code*.

3. Section 1.3.2, Leased Buildings, shall be revised as follows:

- a. Buildings leased by the federal Government are exempt from these standards if both of the following apply:

- i. The leased space is less than 10,000 square feet AND
- ii. The building is located in Regions of Low Seismicity in accordance with FEMA-310. According to FEMA-310, buildings located on sites for which the design short-period response acceleration, S_s , is less than 0.167 gravity (g), or for which the design one-second period response acceleration, S_1 , is less than 0.067 g, shall be considered to be located within Regions of Low Seismicity.

4. FEMA-310, Handbook for the Seismic Evaluation of Buildings: A Prestandard, can be obtained by calling the Federal Emergency Management Agency (FEMA) Distribution Center at (800) 480-2520.

5. NISTIR 5382, ICSSC RP 4, Standards of Seismic Safety for Existing Federally Owned or Leased Buildings, can be obtained from the Building and Fire Research Laboratory, National Institute of Standards and Technology, Gaithersburg, MD 20899.

C. "Substantially meets" as used herein with regard to the seismic safety requirements will be determined by the Government based upon the Offeror's evaluation by a licensed structural engineer that specifically describes all exceptions to full compliance with the Model Building Seismic Design Provisions as shown in the Benchmark Buildings table above. The Offeror shall evaluate the building by using FEMA-310 and shall identify all deficiencies. Based upon the evaluation, the Contracting Officer will make an award to the Offeror which best meets both the seismic safety requirements and the other requirements of this SFO. Documentation of this evaluation shall be made available to the Government.

2.2. AWARD BASED ON PRICE (SEP 2000)

The lease will be awarded to the responsible Offeror whose offer conforms to the requirements of this SFO and is the lowest priced offer submitted. Refer to the "Price Evaluation" paragraph in the SUMMARY section of this SFO.

3.0 MISCELLANEOUS

3.1. UNIT COSTS FOR ADJUSTMENTS

A. The Offeror is required to state in the offer or in an attachment units prices for the items listed below. Prices shall be quoted as fully installed and finished. The unit prices may be used, upon acceptance by the Government, during the first year of the lease to price alterations costing \$100,000 or less. These prices may be indexed or renegotiated to apply to subsequent years of the lease upon mutual agreement of the Lessor and the Government.

1. The cost per linear foot of office subdividing ceiling-high partitioning.
2. The cost per floor-mounted duplex electrical outlet.
3. The cost per wall-mounted duplex electrical outlet.
4. The cost per floor-mounted fourplex (double duplex) electrical outlet.
5. The cost per wall-mounted fourplex (double duplex) electrical outlet.
6. The cost per dedicated clean electrical computer receptacle.
7. The cost per floor-mounted telephone outlet.
8. The cost per wall-mounted telephone outlet.
9. The cost per interior door.
10. na
11. na
12. na

3.2. SUBSEQUENT TENANT IMPROVEMENTS \$100,000 OR LESS (SEP 2000)

A. The Lessor may be requested to provide alterations during the term of the lease. Alterations will be ordered by issuance of GSA Form 276, Supplemental Lease Agreement, GSA Form 300, Order for Supplies or Services, or a Tenant Agency-approved form. The two clauses from GSA Form 3517, General Clauses, 552.232-25, Prompt Payment (Deviation FAR 52.232-25), and 552.232-70, Invoice Requirements, apply to orders for alterations. All orders are subject to the terms and conditions of this lease.

B. Orders may be placed by the 1) Contracting Officer, 2) The Government Buildings Manager, or 3) Tenant Agency officials when specifically authorized to do so by the Contracting Officer. The Contracting Officer will provide the Lessor with a list of Tenant Agency officials authorized to place orders and will specify any limitations on the authority delegated to Tenant Agency officials. The Tenant Agency officials are not authorized to deal with the Lessor on any other matters.

C. Payments for alterations ordered by the Tenant Agency will be made directly by the Tenant Agency placing the order.

3.3. TENANT IMPROVEMENTS PRIOR TO THE GOVERNMENT'S INITIAL ACCEPTANCE OF SPACE (SEP 2000)

A. The Lessor is required to provide cost or pricing data in conjunction with the Tenant Improvements as specified by the Government in GSA Form 3517, General Clauses.

B. In lieu of submitting detailed cost or pricing data and entering into negotiations to determine a final cost for the subject work, the Government (in accordance with FAR 15.403) is willing to accept a price based upon the results of a competitive proposal process if the following conditions are met:

1. The Lessor shall submit to the Government a proposal for overhead, profit, and architectural engineering fees, permits, and regulatory fees for all Tenant Improvements.
 - a. This will be negotiated and agreed upon prior to the award for the subject improvements (separate from lease award).
2. The scope of work includes the lease, the SFO, all SFO attachments, the construction drawings/documents, and written specifications. In cases of discrepancies, the Lessor shall immediately notify the Contracting Officer for resolution. All differences will be resolved by the Contracting Officer in accordance with the terms and conditions of the lease.
3. No building shell items shall be included in the competitive proposal.
4. A minimum of three qualified contractors shall be invited to participate in the competitive proposal process. Each participant shall compete independently in the process.
5. Each proposal shall be 1) submitted in Construction Specifications Institute (CSI) format by the proposed contractors and 2) reviewed by the Government. The Government reserves the right to determine if bids meet with the scope of work, that the price is reasonable, and that the Offeror is qualified to perform the work. The Government reserves the right to reject all bids, at its sole discretion.
6. The Government shall be represented at all negotiation sessions between the Lessor and potential contractors.
7. The Lessor shall demonstrate to the Government that best efforts have been made to obtain the most competitive prices possible, and the Lessor shall accept responsibility for all prices through direct contracts with all contractors.

8. The Lessor shall complete the competition and the cost proposal process in 10 working days or less from the date of issuance of completed construction documents. This will be considered the first 10 working days of the 14 days allotted to "Review of Working/construction Drawings." Refer to the "Construction Schedule of Tenant Improvements" paragraph in the MISCELLANEOUS section of this SFO.

9. Once the Government determines that there is adequate competition, and upon the Government's acceptance of the Lessor's cost proposal based upon that competition (provided the Lessor selects the competition's lowest priced bid of a contractor qualified to perform the subject work), the Contracting Officer shall issue to the Lessor a notice to proceed for the subject work.

10. The Lessor shall complete the work within the time frame requirements illustrated in the "Construction Schedule of Tenant Improvements" paragraph in the MISCELLANEOUS section of this SFO.

3.4. ALTERNATE PROPOSALS

A. This SFO may specify certain items for which alternate proposals are required. For evaluation and negotiation, the offer shall state:

1. itemized costs for lump sum payment not to be included in the rental rate and
2. a rental rate which includes the costs of these items.

B. The Offeror shall provide costs for both methods of evaluation on GSA 1364, Proposal to Lease Space, in order to be considered for award. The Government may elect the option it deems most favorable.

3.5. TAX ADJUSTMENT (SEP 2000)

A. Real estate taxes, as referred to in this paragraph, are only those taxes which are assessed against the building and/or the land upon which the building is located, without regard to benefit to the property, for the purpose of funding general Government services. Real estate taxes shall not include, without limitation, general and/or special assessments, business improvement district assessments, or any other present or future taxes or governmental charges that are imposed upon the Lessor or assessed against the building and/or the land upon which the building is located.

B. Base year taxes as referred to in this paragraph are 1) the real estate taxes for the first 12 month period coincident with full assessment or 2) may be an amount negotiated by the parties that reflects an agreed upon base for a fully assessed value of the property.

C. The term "full assessment" as referred to in this paragraph means that the taxing jurisdiction has considered all contemplated improvements to the assessed property in the valuation of the same. Partial assessments for newly constructed projects or for projects under construction, conversion, or renovation will not be used for establishing the Government's base year for taxes.

D. The Lessor shall furnish the Contracting Officer with copies of all notices which may affect the valuation of said land and buildings for real estate taxes thereon, as well as all notices of a tax credit, all tax bills, and all paid tax receipts, or where tax receipts are not given, other similar evidence of payment acceptable to the Contracting Officer (hereinafter, evidence of payment), and a proper invoice (as described in GSA Form 3517, General Clauses, 552.232-75, Prompt Payment) of the tax adjustment including the calculation thereof, for each year that real estate taxes are incurred during the lease term or any extension thereof. All such documents are due within 10 calendar days of receipt except that the proper invoice and evidence of payment shall be submitted within 60 calendar days after the date the tax payment is due from the Lessor to the taxing authority. FAILURE TO SUBMIT THE PROPER INVOICE AND EVIDENCE OF PAYMENT WITHIN SUCH TIME FRAME SHALL BE A WAIVER OF THE RIGHT TO RECEIVE PAYMENT RESULTING FROM AN INCREASED TAX ADJUSTMENT UNDER THIS PARAGRAPH.

E. The Government shall 1) make a single annual lump sum payment to the Lessor for its share of any increase in real estate taxes during the lease term over the amount established as the base year taxes or 2) receive a rental credit or lump sum payment for its share of any decreases in real estate taxes during the lease term below the amount established as the base year taxes. The amount of lump sum payment or rental credit shall be based upon evidence of valuation and payment submitted by the Lessor to the Contracting Officer in accordance with subparagraph D.

1. In the event of an increase in taxes over the base year, the Lessor shall submit a proper invoice of the tax adjustment including the calculation thereof together with evidence of payment to the Contracting Officer. THE GOVERNMENT SHALL BE RESPONSIBLE FOR PAYMENT OF ANY TAX INCREASE OVER THE BASE YEAR TAXES ONLY IF THE PROPER INVOICE AND EVIDENCE OF PAYMENT IS SUBMITTED BY THE LESSOR WITHIN 60 CALENDAR DAYS AFTER THE DATE THE TAX PAYMENT IS DUE FROM THE LESSOR TO THE TAXING AUTHORITY. The due date for making payment shall be the 30th calendar day after receipt of evidence of payment by the Contracting Officer or the 30th calendar day after the anniversary date of the lease, whichever is later. If the lease terminates before the end of a tax year, payment for the tax increase due as a result of this section for the tax year will be prorated based on the number of days that the Government occupied the space. No increase will be paid, due, or owing unless all evidence of valuation and payment has been previously submitted to the Contracting Officer. The Government's payment for its share of real estate taxes shall not include any late charges, interest, or penalties imposed by the taxing authority as a result of the Lessor's delinquency in paying such taxes or charges.

2. In the event of a decrease in taxes from the base year, or in the event of any refund or tax deduction, the Lessor shall notify the Contracting Officer in accordance with subparagraph D. The Government shall be entitled to, and shall receive a credit for, the prorata reduction in taxes applicable to the premises encumbered by this lease, regardless of whether the Government has made a tax payment for that year. The Government's share of the credit will be determined in accordance with subparagraph F and shall be taken as a deduction from the rent. Any credit due the Government after the expiration or earlier termination of the lease (including, but not limited to, credits resulting from a decrease in taxes pursuant to a tax credit due the Lessor; a reduction in the tax assessment; or a tax appeal proceeding for a year of the lease, or portion thereof) shall be made by a lump sum payment to the Government or as a rental credit to any succeeding lease as determined by the Contracting Officer. The Lessor shall remit any lump sum payment to the Government within 15 calendar days of payment by the taxing authority to the Lessor or the Lessor's designee. If the credit due to the Government is not paid by the due date, interest shall accrue on the late payment at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (United States Code 41 USC 611) that is in effect on the day after the due date. The interest penalty shall accrue daily on the amount of the credit and shall be compounded in 30-day increments inclusive from the first day after the due date through the payment date. The Government shall have the right to pursue the outstanding balance of any tax credit using all such collection methods as are available to the United States to collect debts. Such collection rights shall survive the expiration of this lease.

F. The Government shall pay its share of tax increases or shall receive its share of any tax decrease based on the ratio of the rentable square feet occupied by the Government to the total rentable square feet in the building or complex (percentage of occupancy). For the purpose of this lease, the Government's percentage of occupancy as of the date hereof is 100% percent based upon an occupancy of 27,928 rentable square feet in a building of 30,000 gross rentable square feet. This percentage shall be subject to adjustment to take into account additions or reductions of the amount of space as may be contemplated in this lease or amendments hereto. The block and lot/parcel or other identification numbers for the property, building(s), and parking areas(s) occupied under this lease are Plot 276 Lot 9.

G. The Government may direct the Lessor upon reasonable notice to initiate a tax appeal, or the Government may decide to contest the tax assessment on behalf of the Government and the Lessor or for the Government alone. The Lessor shall furnish to the Government information necessary for appeal of the tax assessment in accordance with the filing requirements of the taxing authority. If the Government decides to contest the tax assessment on its own behalf or on behalf of the Government and the Lessor, the Lessor shall cooperate and use all reasonable efforts including, but not limited to, affirming the accuracy of the documents, executing documents required for any legal proceeding, and taking such other actions as may be required. If the Lessor initiates an appeal on behalf of the Government, the Government and the Lessor will enter into an agreement to establish a method for sharing expenses and tax savings.

3.6. PERCENTAGE OF OCCUPANCY

The percent of the building occupied by the Government, for purposes of tax adjustments, will be established during negotiations.

3.7. OPERATING COSTS (JUN 1985)

A. Beginning with the second year of the lease and each year after, the Government shall pay adjusted rent for changes in costs for cleaning services, supplies, materials, maintenance, trash removal, landscaping, water, sewer charges, heating, electricity, and certain administrative expenses attributable to occupancy. Applicable costs listed on GSA Form 1217, Lessor's Annual Cost Statement, when negotiated and agreed upon, will be used to determine the base rate for operating costs adjustment.

B. The amount of adjustment will be determined by multiplying the base rate by the percent of change in the Cost of Living Index. The percent change will be computed by comparing the index figure published in the month of the lease commencement date with the index figure published in the month which begins each successive 12 month period. For example, a lease which commences in June of 1995 would use the index published in June of 1995, and that figure would be compared with the index published in June of 1996, June of 1997, and so on, to determine the percent change. The Cost of Living Index will be measured by the Department of Labor revised Consumer Price Index for wage earners and clerical workers, U.S. city average, all items figure, (1982 to 1984 = 100) published by the Bureau of Labor Statistics. Payment will be made with the monthly installment of fixed rent. Rental adjustments will be effective on the anniversary date of the lease.

C. If the Government exercises an option to extend the lease term at the same rate as that of the original term, the option price will be based on the adjustment during the original term. Annual adjustments will continue.

D. In the event of any decreases in the Cost of Living Index occurring during the term of the occupancy under the lease, the rental amount will be reduced accordingly. The amount of such reductions will be determined in the same manner as increases in rent provided under this clause.

E. The offer must clearly state whether the rental is firm throughout the term of the lease or if it is subject to annual adjustment of operating costs as indicated above. If operating costs will be subject to adjustment, it should be specified on the GSA Form 1364, Proposal to Lease Space, contained elsewhere in this solicitation.

3.8. OPERATING COSTS BASE (SEP 2000)

The base for the operating costs adjustment will be established during negotiations based upon ANSI/BOMA Office Area square feet.

3.9. RENTABLE SPACE (SEP 2000)

Rentable space is the area for which a tenant is charged rent. It is determined by the building owner and may vary by city or by building within the same city. The rentable space may include a share of building support/common areas such as elevator lobbies, building corridors, and floor service areas. Floor service areas typically include restrooms, janitor rooms, telephone closets, electrical closets, and mechanical rooms. The rentable space does not include vertical building penetrations and their enclosing walls, such as stairs, elevator shafts, and vertical ducts.

3.10. ANSI/BOMA OFFICE AREA SQUARE FEET (SEP 2000)

A. For the purposes of this SFO, the Government recognizes the American National Standards Institute/Building Owners and Managers Association (ANSI/BOMA) international standard (Z65.1-1996) definition for Office Area, which means "the area where a tenant normally houses personnel and/or furniture, for which a measurement is to be computed."

B. ANSI/BOMA Office Area square feet shall be computed by measuring the area enclosed by the finished surface of the room side of corridors (corridors in place as well as those required by local codes and ordinances to provide an acceptable level of safety and/or to provide access to essential building elements) and other permanent walls, the dominant portion (refer to Z65.1) of building exterior walls, and the center of tenant-separating partitions. Where alcoves, recessed entrances, or similar deviations from the corridor are present, ANSI/BOMA Office Area square feet shall be computed as if the deviation were not present.

3.11. COMMON AREA FACTOR (SEP 2000)

If applicable, the Offeror shall provide the Common Area Factor (a conversion factor(s) determined by the building owner and applied by the owner to the ANSI/BOMA Office Area square feet to determine the rentable square feet for the offered space).

3.12. APPURTENANT AREAS

- The right to use appurtenant areas and facilities is included. The Government reserves the right to post Government rules and regulations where the Government leases space.

3.13. LIQUIDATED DAMAGES, GSAR 552.270-15 (SEP 1999)

In case of failure on the part of the Lessor to complete the work within the time fixed in the lease contract or letter of award, the Lessor shall pay the Government as fixed and agreed liquidated damages, pursuant to this paragraph, the sum of \$400.00 for each and every calendar day that the delivery is delayed beyond the date specified for delivery of all the space ready for occupancy by the Government. This remedy is not exclusive and is in addition to any other remedies which may be available under this lease or at law.

3.14. VENDING FACILITIES (SEP 2000)

A. Approximately 0 square feet of the ANSI/BOMA Office Area space in the "Amount and Type of Space" paragraph of the SUMMARY section of this SFO will be used for the operation of a vending facility(ies) by the blind under the provisions of the Randolph-Sheppard Act (United States Code 20 USC 107 et. seq.). The Government will control the number, kind, and locations of vending facilities and will control and receive income from all automatic vending machines. The Lessor is required to provide necessary utilities and to make related alterations. The cost of the improvements will be negotiated, and payment will be made by the Government either on a lump-sum basis or a rental increase.

B. The Government will assure that the facility(ies) does not compete with other facilities having exclusive rights in the building. The Offeror shall advise the Government if such rights exist

3.15. ADJUSTMENT FOR VACANT PREMISES, GSAR 552.270-16 (VARIATION) (SEP 1999)

A. If the Government fails to occupy any portion of the leased premises or vacates the premises in whole or in part prior to expiration of the term of the lease, the rental rate will be reduced.

B. The rate will be reduced by that portion of the costs per ANSI/BOMA Office Area square foot of operating expenses not required to maintain the space. Said reduction shall occur after the Government gives 30 calendar days prior notice to the Lessor and shall continue in effect until the Government occupies the premises or the lease expires or is terminated

3.16. RELOCATION ASSISTANCE ACT (MAR 2002)

A. If an Offeror proposes an improved site and new construction will result in the displacement of individuals or businesses, the successful Offeror shall be responsible for payment of relocation costs in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646), as amended, and the implementing regulations at 49 CFR Part 24.

B. Offerors shall incorporate the cost of such assistance into their shell rental rate.

C. The successful Offeror shall give the Government the name of the person and agency to be providing the relocation assistance to site tenants. In addition, the successful Offeror must provide background information about the relocation agency and references for which the relocation agent has performed relocation assistance in the past. Depending upon the complexity of the relocation project, Offerors may be required to provide a relocation plan with final proposal revisions.

3.17. CONSTRUCTION SCHEDULE OF TENANT IMPROVEMENTS (SEP 2000)

A. The construction schedule shall commence upon lease award, unless otherwise expressly agreed by the Lessor and Government as stated in the lease. The schedule shall be divided into seven tasks for each phase. These are: 1) the generation of the design intent drawings; 2) the Government's approval of the design intent drawings; 3) the Lessor's generation of the Government's working/construction drawings; 4) the Government's review of the working/construction drawings; 5) Tenant Improvement (TI) bid submittal/negotiation/Notice to Proceed process 6) the Lessor's construction of the subject leased area; and 7) the Government's acceptance of the Lessor's construction. Each of these tasks is detailed below. References to "approval" shall mean such approval granted by the Contracting Officer. During the construction schedule, the Government may request regularly scheduled progress meetings and request that the Lessor keep meeting minutes of discussion topics and attendance. During design and construction, the Lessor may discover instances where the Government's directives conflict. In such cases, the Lessor shall immediately notify the Contracting Officer so that the Government may issue a determination as to how to proceed beyond the building shell.

B. DESIGN INTENT DRAWINGS:

1. The Lessor shall prepare, at the Lessor's expense, and provide to the Government, for the Government's approval, design intent drawings detailing the Tenant Improvements to be made by the Lessor within the Government demised area. The Government shall use best efforts to coordinate the provision of such information and details as required by the Lessor's architect to complete such drawings in a timely manner. Design intent drawings, for the purposes of this lease, are defined as fully dimensioned drawings of the leased space which include enough information to prepare construction drawings and shall consist of: 1) furniture locations, telephone and data outlet types and locations; 2) specifications necessary for calculation of electrical and HVAC loads; and 3) all finish/color/signage selections. Design intent drawings shall be due from the Lessor within 30 working days from award.

2. Review. The Government retains the right to review, approve, and request modifications (if necessary) to the Lessor's design intent drawings prior to the Lessor's commencement of working/construction drawings. The Government's review and approval of the drawings is limited as to the drawings- conformance to the specific requirements of the SFO and the agency's needs as they apply to the specific leased space. The Government shall perform all reviews of design intent drawings within 14 working days of receipt of such from Lessor. Should the Government require that modifications be made to the Lessor's design intent drawings before approval can be granted, the Government shall state as such in writing to the Lessor, and the Lessor shall have 7 working days to cure all noted defects before returning the design intent drawings to the Government for a subsequent review. Upon approval of the design intent drawings by the Government, the Lessor shall commence working/construction drawings for the space. At the sole discretion of the Government, the Lessor may be required to submit a budget proposal, based on the Tenant improvements and associated work as shown on the design intent drawings. This budget proposal shall be completed within 10 calendar days of the Government's request. Delay of receipt of such proposal shall result in a Lessor delay.

C. DESIGN INTENT DRAWINGS:

The Government shall prepare and provide to the Lessor the Government's approved design intent drawings detailing the Tenant Improvements to be made by the Lessor within the Government-demised area. Design intent drawings, for the purposes of this lease, are defined as fully-dimensioned drawings of the leased space which include enough information to prepare construction drawings and shall consist of: 1) furniture locations, telephone and data outlet types and locations; 2) specifications necessary for calculation of electrical and HVAC loads; and 3) all finish/color/signage selections. Design intent drawings shall be due to the Lessor within 30 working days from award.

D. WORKING/CONSTRUCTION DRAWINGS:

The Lessor shall prepare, out of the Tenant Improvement Allowance, final working/construction drawings for the improvements illustrated on the Government approved design intent drawings. The working/construction drawings shall include all mechanical, electrical, plumbing, fire safety, lighting, structural, and architectural improvements scheduled for inclusion into the Government demised area. Working/construction drawings shall also be annotated with all applicable specifications. The resulting product shall reflect requirements which are substantially the same as that specified by the Government approved design intent drawings and shall incorporate neither extraneous additions nor deletions of requirements. The Lessor's working/construction drawings shall be due to the Government within 30 working days of the Government's approval of the design intent drawings. Working/construction drawings shall clearly identify 1) Tenant Improvements already in place and 2) the work to be done by the Lessor or others. The Government may also require at the time of submission of working/construction drawings that the Lessor submit a written price proposal along with adequate cost and pricing data for any costs or credits to the Government which are beyond the scope of the original SFO and its attachments. Any work shown on the working/construction drawings which is building shell shall be clearly identified as such.

E. REVIEW OF WORKING/CONSTRUCTION DRAWINGS:

The Government retains the right to review, and request modifications (if necessary) to, the Lessor's working/construction drawings prior to the Lessor's commencement of interior construction. The Government's review of the working/construction drawings is limited to the working/construction drawings' conformance to the specific requirements of the SFO and to the approved design intent drawings. The Government shall perform all reviews of working/construction drawings within 14 working days of receipt of such from the Lessor. Should the Government require that modifications be made to the Lessor's working/construction drawings, the Government shall state such in writing to the Lessor, and the Lessor shall have 7 working days to cure all noted defects before returning the working/construction drawings to the Government for a subsequent review. Upon complete Government review for conformance of the working/construction drawings to the design intent drawings, and upon completion of the TI negotiation process outlined under the paragraph entitled "Tenant Improvements Prior to the Government's Initial Acceptance of Space," A NOTICE TO PROCEED SHALL BE TRANSMITTED TO THE LESSOR, and the Lessor shall obtain the necessary permits and shall commence construction of the space. Notwithstanding the Government's review of the working/construction drawings, the Lessor is solely responsible and liable for the technical accuracy of the working/construction drawings in meeting all requirements and provisions of the lease and the Government-approved design intent drawings.

F. CONSTRUCTION OF TENANT IMPROVEMENTS:

The Lessor shall construct all Tenant Improvements in accordance with 1) the Government reviewed working/construction drawings and 2) all terms and conditions of the SFO. The Lessor shall complete Tenant Improvements within 120 working days of receiving the notice to proceed from the Government. The Lessor shall furnish a detailed construction schedule (such as Critical Path Method) to the Government within 5 days of issuance of the notice to proceed. Such schedule shall also indicate the dates available for the Government contractors to install telephone/data lines or equipment. The Government reserves the right to access any space within the building during the conduct of interior construction for the purposes of performing inspections or for installing Government-furnished equipment. The Government shall coordinate with the Lessor the activity of Government contractors in order to minimize conflicts with, and disruption to, other contractors on site. Access shall not be denied to authorized Government officials including, but not limited to, Government contractors, subcontractors, or consultants acting on behalf of the Government with regard to this project.

G. ACCEPTANCE OF SPACE:

5 days prior to the completion of interior construction, the Lessor shall issue written notice to the Government to inspect the space. The Government shall have 5 working days to inspect and to either accept or reject the subject space.

1. Substantially completed space will be accepted by the Government subject to the completion of minor punch list items. Space which is not substantially complete will not be accepted by the Government. Should the Government reject the Lessor's space as not substantially complete as defined herein, the Lessor shall immediately undertake remedial action and when ready shall issue a subsequent notice to inspect to the Government.

2. Before the Government will accept space, the Lessor shall provide to the Contracting Officer 1) evidence of the issuance of a building permit incorporating the construction of required improvements and 2) a copy of the Certificate of Occupancy

H. RENT COMMENCEMENT:

The rent commencement date (for each increment) shall be the date that space acceptance is made by the Government. Any rental paid by the Government prior to actual occupancy shall be less the cost for services and utilities. In any event, the Government will not be required to accept space and commence rent prior to the original schedule as indicated in per SF-2.

I. LEASE COMMENCEMENT:

The Government shall issue GSA Form 276, Supplemental Lease Agreement, to establish the lease commencement date after the acceptance of all space. In any case, the lease commencement date shall not be prior to the rent commencement date.

4.0 GENERAL ARCHITECTURE

4.1. QUALITY AND APPEARANCE OF BUILDING EXTERIOR (SEP 2000)

The space offered shall be located in a modern office building with a facade of stone, marble, brick, stainless steel, aluminum, or other permanent materials in good condition acceptable to the Contracting Officer. If not in a new office building, the space offered shall be in a building that has undergone, or will complete by occupancy, first class restoration or adaptive reuse for office space with modern conveniences. If the restoration work is underway or proposed, then architectural plans acceptable to the Contracting Officer shall be submitted as part of the offer. The building shall be compatible with its surroundings. Overall, the building shall project a professional and aesthetically-pleasing appearance including an attractive front and entrance way. The building shall have energy-efficient windows or glass areas consistent with the structural integrity of the building, unless not appropriate for intended use. The facade, downspouts, roof trim, and window casing shall be clean and in good condition.

4.2. CONSTRUCTION WASTE MANAGEMENT (SEP 2000)

A. Recycling construction waste means providing all services necessary to furnish construction materials or wastes to organizations which will employ these materials or wastes in the production of new materials. Recycling includes required labor and equipment necessary to separate individual materials from the assemblies of which they form a part.

B. The Offeror shall submit to the Government a proposal to dispose of or recycle construction waste. Where the small quantity of material, the extraordinarily complex nature of the waste disposal method, or prohibitive expense for recycling would represent a genuine hardship, the Government may permit alternative means of disposal. This requirement shall also apply to subsequent alterations under the lease.

C. The Lessor shall recycle the following items during both the demolition and construction phases of the project, subject to economic evaluation and feasibility:

1. ceiling grid and tile;
2. light fixtures, including proper disposal of any transformers, ballasts, and fluorescent light bulbs;
3. duct work and HVAC equipment;
4. wiring and electrical equipment;
5. aluminum and/or steel doors and frames;
6. hardware;
7. drywall;
8. steel studs;
9. carpet, carpet backing, and carpet padding;
10. wood;
11. insulation;
12. cardboard packaging;
13. pallets;
14. windows and glazing materials;
15. all miscellaneous metals (as in steel support frames for filing equipment); and
16. all other finish and construction materials.

D. If any waste materials encountered during the demolition or construction phase are found to contain lead, asbestos, polychlorinated biphenyls (PCB's) (such as fluorescent lamp ballasts), or other harmful substances, they shall be handled and removed in accordance with federal and state laws and requirements concerning hazardous waste.

E. In addition to providing "one-time" removal and recycling of large-scale demolition items such as carpeting or drywall, the Lessor shall provide continuous facilities for the recycling of incidental construction waste during the initial construction.

F. Construction materials recycling records shall be maintained and shall be accessible to the Contracting Officer. Records shall include materials recycled or landfilled, quantity, date, and identification of hazardous wastes.

4.3. EXISTING FIT-OUT, SALVAGED, OR RE-USED BUILDING MATERIAL (SEP 2000)

A. Items and materials existing in the offered space, or to be removed from the offered space during the demolition phase, are eligible for reuse in the construction phase of the project. The reuse of items and materials is preferable to recycling them; however, items considered for reuse shall be in refurbishable condition and shall meet the quality standards set forth by the Government in this SFO. In the absence of definitive quality standards, the Lessor shall ensure that the quality of the item(s) in question shall meet or exceed accepted industry or trade standards for first quality commercial grade applications.

B. The Lessor shall submit a reuse plan to the Contracting Officer. The Government will not pay for existing fixtures and other Tenant Improvements accepted in place. However, the Government will reimburse the Lessor, as part of the Tenant Improvement Allowance, the costs to repair or improve such fixtures or improvements identified on the reuse plan and approved by the Contracting Officer.

4.4. INDOOR AIR QUALITY DURING CONSTRUCTION (SEP 2000)

SFO NO.7R12012

04/23/2007

INITIALS

(b) (6)

(b) (6)

LESSOR

GOV'T

A. The Lessor shall provide to the Government material safety data sheets (MSDS) upon request for the following products prior to their installation or use: adhesives, caulking, sealants, insulating materials, fireproofing or firestopping materials, paints, carpets, floor and wall patching or leveling materials, lubricants, clear finish for wood surfaces, and janitorial cleaning products.

B. The Contracting Officer may eliminate from consideration products with significant quantities of toxic, flammable, corrosive, or carcinogenic material and products with potential for harmful chemical emissions. Materials used often or in large quantities will receive the greatest amount of review.

C. All MSDS shall comply with Occupational Safety and Health Administration (OSHA) requirements. The Lessor and its agents shall comply with all recommended measures in the MSDS to protect the health and safety of personnel.

D. To the greatest extent possible, the Lessor shall sequence the installation of finish materials so that materials that are high emitters of volatile organic compounds (VOC) are installed and allowed to cure before installing interior finish materials, especially soft materials that are woven, fibrous, or porous in nature, that may adsorb contaminants and release them over time.

E. Where demolition or construction work occurs adjacent to occupied space, the Lessor shall erect appropriate barriers (noise, dust, odor, etc.) and take necessary steps to minimize interference with the occupants. This includes maintaining acceptable temperature, humidity, and ventilation in the occupied areas during window removal, window replacement, or similar types of work.

F. A final flush-out period of 48 hours to 72 hours shall be provided before occupancy. The Lessor shall ventilate with 100 percent outside air at the recommended air change rate during installation of materials and finishes. Refer to the latest edition of American Society of Heating, Refrigerating, and Air Conditioning Engineers, Inc. ANSI/ASHRAE Standard 62, Ventilation for Acceptable Indoor Air Quality. If outside air would cause unacceptable inside temperature levels, humidity levels, and/or air quality, an alternate ventilation plan may be submitted to the Contracting Officer for approval.

4.5. WORK PERFORMANCE (SEP 2000)

All work in performance of this lease shall be done by skilled workers or mechanics and shall be acceptable to the Contracting Officer. The Contracting Officer retains the right to reject the Lessor's workers 1) if such are either unlicensed, unskilled, or otherwise incompetent or 2) if such have demonstrated a history of either untimely or otherwise unacceptable performance in connection with work carried out in conjunction with either this contract or other Government or private contracts.

4.6. BUILDING SYSTEMS (JAN 1997)

Whenever requested, the Lessor shall furnish at no cost to the Government a report by a registered professional engineer(s) showing that the building and its systems as designed and constructed will satisfy the requirements of this lease.

4.7. SPACE EFFICIENCY (SEP 2000)

The design of the space offered shall be conducive to efficient layout and good utilization as determined by the Government at its sole discretion.

4.8. FLOOR PLANS AFTER OCCUPANCY

Within 30 days after occupancy, as-built mylar reproducible full floor plans, scaled at 1/8" = 1' 0", showing the space under lease, as well as corridors, stairways, and core areas, shall be provided to the Contracting Officer.

4.9. CAD AS-BUILT FLOOR PLANS (SEP 2000)

Computer Aided Design (CAD) files of as built floor plans showing the space under lease, as well as corridors, stairways, and core areas, shall be provided to the Contracting Officer along with the mylar drawings required in the "Floor Plans After Occupancy" paragraph in the GENERAL ARCHITECTURE section of this SFO. The plans shall have been generated by a CAD program which is compatible with the latest release of AutoCAD. The required file extension is .DWG. Clean and purged files shall be submitted on 3 1/2 inch double sided, high density diskettes, or, if approved by the Contracting Officer, on CD ROM or QIC (1/4 inch cartridge) tape. They shall be labeled with building name, address, list of drawing(s), date of the drawing(s), and Lessor's architect and phone number. The Lessor's operator shall demonstrate the submission on the Government equipment, if requested by the Contracting Officer.

4.10. FLOORS AND FLOOR LOAD (SEP 2000)

All adjoining floor areas shall be 1) of a common level not varying more than 1/4 inch over a 10-foot, 0-inch horizontal run in accordance with the American Concrete Institute standards, 2) non-slip, and 3) acceptable to the Contracting Officer. Underfloor surfaces shall be smooth and level. Office areas shall have a minimum live load capacity of 50 pounds per ANSI/BOMA Office Area square foot plus 20 pounds per ANSI/BOMA Office Area square foot for moveable partitions. Storage areas shall have a minimum live load capacity of 100 pounds per ANSI/BOMA Office Area square foot including moveable partitions. A report showing the floor load capacity, at no cost to the Government, by a registered professional engineer may be required. Calculations and structural drawings may also be required.

4.11. EXITS AND ACCESS (SEP 1991)

Vestibules shall be provided at public entrances and exits wherever weather conditions and heat loss are important factors for consideration. In the event of negative air pressure conditions, provisions shall be made for equalizing air pressure.

4.12. WINDOWS (SEP 2000)

A. Office space shall have windows in each exterior bay unless waived by the Contracting Officer.

B. All windows shall be weather-tight. Operable windows that open shall be equipped with locks. Off-street, ground level windows and those accessible from fire escapes, adjacent roofs, and other structures that can be opened shall be fitted with a sturdy locking device.

4.13. ACCESSIBILITY (FEB 2007)

The building, leased space, and areas serving the leased space shall be accessible to persons with disabilities in accordance with the Architectural Barriers Act Accessibility Standard (ABAAS), Appendices C and D to 36 CFR Part 1191 (ABA Chapters 1 and 2, and Chapters 3 through 10). To the extent the standard referenced in the preceding sentence conflicts with local accessibility requirements, the more stringent shall apply.

4.14. LANDSCAPING (SEP 2000)

A. Where conditions permit, the site shall be landscaped for low maintenance and water conservation with plants that are either native or well-adapted to local growing conditions.

B. Landscape management practices shall prevent pollution by:

1. employing practices which avoid or minimize the need for fertilizers and pesticides;
2. prohibiting the use of the 2,4-Dichlorophenoxyacetic Acid (2,4-D) herbicide and organophosphates; and
3. composting/recycling all yard waste.

C. The Lessor shall use landscaping products with recycled content as required by Environmental Protection Agency's (EPA's) Comprehensive Procurement Guidelines (CPG) for landscaping products. Refer to EPA's CPG web site, www.epa.gov/cpg.

D. The Contracting Officer shall approve the landscaping to be provided.

5.0 ARCHITECTURAL FINISHES

5.1. RECYCLED CONTENT PRODUCTS (COMPREHENSIVE PROCUREMENT GUIDELINES) (SEP 2000)

A. The Lessor shall comply to the extent feasible with the Resource Conservation and Recovery Act (RCRA), Section 6002, 1976. The Lessor shall use recycled content products as indicated in this SFO and as designated by the U.S. Environmental Protection Agency (EPA) in the Comprehensive Procurement Guidelines (CPG), 40 CFR Part 247, and its accompanying Recovered Materials Advisory Notice (RMAN). The CPG lists the designated recycled content products. EPA also provides recommended levels of recycled content for these products. The list of designated products, EPA's recommendations, and lists of manufacturers and suppliers of the products can be found at the www.epa.gov/cpg/products.htm web site.

B. The Offeror, if unable to comply with both the CPG and RMAN lists, shall submit a request for waiver for each material to the Contracting Officer with initial offers. The request for waiver shall be based on the following criteria:

1. the cost of the recommended product is unreasonable;
2. inadequate competition exists;
3. items are not available within a reasonable period of time; and
4. items do not meet the SFO's performance standards.

5.2. ENVIRONMENTALLY PREFERABLE BUILDING PRODUCTS AND MATERIALS (SEP 2000)

A. The Lessor shall use environmentally preferable products and materials where economically feasible. Environmentally preferable products have a lesser or reduced effect on human health and the environment when compared to other products and services that serve the same purpose.

B. Refer to EPA's environmentally preferable products web site, www.epa.gov/opptintr/epp. In general, environmentally preferable products and materials do one or more of the following:

1. contain recycled material, are biobased, or have other positive environmental attributes;
2. minimize the consumption of resources, energy, or water;
3. prevent the creation of solid waste, air pollution, or water pollution; and
4. promote the use of non-toxic substances and avoid toxic materials or processes

5.3. LAYOUT, FINISHES, AND COLORBOARDS (SEP 2000)

A. All building finishes shall be for first class, modern space.

B. The Lessor shall consult with the Contracting Officer prior to developing a minimum of 3 color boards to include coordinated samples of finishes for all interior elements such as paint, wall coverings, base coving, carpet, window treatments, laminates, and vinyl flooring. All samples provided shall be in compliance with specifications set forth elsewhere in this SFO. Required color boards shall be provided within 5 working days of the request for such by the Contracting Officer. The color boards shall be approved by the Government prior to installation. Upon review with the Tenant Agency(ies), a selection of ONE color board shall be made within 5 working days, and unless otherwise specified prior to lease award, the Offeror may assume that ONE color board will be accepted for all finishes in the entire space under lease. No substitutes may be made by the Lessor after the color board is selected.

5.4. WOOD PRODUCTS (SEP 2000)

A. For all new installations of wood products, the Lessor is encouraged to use independently certified forest products. For information on certification and certified wood products, refer to the Forest Stewardship Council United States web site (www.fscus.org/) or the Certified Forest Products Council web site (www.certifiedwood.org/).

B. New installations of wood products used under this contract shall not contain wood from endangered wood species, as listed by the Convention on International Trade in Endangered Species. The list of species can be found at the following web site: www.certifiedwood.org/Resources/CITES/CITESContent.html.

C. Particle board, strawboard, and plywood materials shall comply with Department of Housing and Urban Development (HUD) standards for formaldehyde emission controls. Plywood materials shall not emit formaldehyde in excess of 0.2 parts per million (ppm), and particleboard materials shall not emit formaldehyde in excess of 0.3 ppm.

5.5. ADHESIVES AND SEALANTS (SEP 2000)

All adhesives employed on this project (including, but not limited to, adhesives for carpet, carpet tile, plastic laminate, wall coverings, adhesives for wood, or sealants) shall be those with the lowest possible VOC content below 20 grams per liter and which meet the requirements of the manufacturer of the products adhered or involved. The Lessor shall use adhesives and sealants with no formaldehyde or heavy metals.

5.6. INSULATION: THERMAL, ACOUSTIC, AND HVAC (SEP 2000)

A. All insulation products shall contain recovered materials as required by EPA's CPG and related recycled content recommendations.

- B. No insulation installed with this project shall be material manufactured using chlorofluorocarbons (CFC's), nor shall CFC's be used in the installation of the product.
- C. All insulation containing fibrous materials exposed to air flow shall be rated for that exposure or shall be encapsulated.
- D. Insulating properties for all materials shall meet or exceed applicable industry standards. Polystyrene products shall meet American Society for Testing and Materials (ASTM) C578-91.

5.7. CEILINGS (SEP 2000)

- A. Ceilings shall be at least 8 feet, 0 inches and no more than 12 feet, 0 inches measured from floor to the lowest obstruction. Areas with raised flooring shall maintain these ceiling height limitations above the finished raised flooring. Bulkheads and hanging or surface-mounted light fixtures which impede traffic ways shall be avoided. Ceilings shall be uniform in color and appearance throughout the leased space, with no obvious damage to tiles or grid.
- B. Ceilings shall have a minimum noise reduction coefficient (NRC) of 0.60 throughout the Government-demised area.
- C. Prior to closing the ceiling, the Lessor shall coordinate with the Government for the installation of any items above the ceiling.
- D. Should the ceiling be installed in the Government-demised area prior to the Tenant Improvements, then the Lessor shall be responsible for all costs in regard to the disassembly, storage during alterations, and subsequent re-assembly of any of the ceiling components which may be required to complete the Tenant Improvements. The Lessor shall also bear the risk for any damage to the ceiling or any components thereof during the alterations.
- E. Ceilings shall be a flat plane in each room and shall be suspended with ample light fixtures and finished as follows unless an alternate equivalent is pre-approved by the Contracting Officer:
 - 1. Restrooms. Plaster or pointed and taped gypsum board.
 - 2. Offices and Conference Rooms. Mineral and acoustical tile or lay in panels with textured or patterned surface and regular edges or an equivalent pre-approved by the Contracting Officer. Tiles or panels shall contain recycled content.
 - 3. Corridors and Eating/Galley Areas. Plaster or pointed and taped gypsum board or mineral acoustical tile.

5.8. WALL COVERINGS (SEP 2000)

A. BUILDING SHELL:

1. Physical Requirements.

- a. Prior to occupancy, all restrooms within the building common areas of Government-occupied floors shall have 1) ceramic tile in splash areas and 2) vinyl wall covering not less than 13 ounces per square yard as specified in Federal Specification (FS) CCC-W-408C on remaining wall areas or an equivalent pre-approved by the Contracting Officer.
- b. Prior to occupancy, all elevator areas which access the Government-demised area and hallways accessing the Government-demised area shall be covered with vinyl wall coverings not less than 22 ounces per square yard as specified in FS CCC-W-408C or an equivalent pre-approved by the Contracting Officer.

2. Replacement. All wall covering shall be maintained in "like new" condition for the life of the lease. Wall covering shall be replaced or repaired at the Lessor's expense any time during the Government's occupancy if it is torn, peeling or permanently stained; the ceramic tile in the restrooms shall be replaced or repaired if it is loose, chipped, broken, or permanently discolored. All repair and replacement work shall be done after working hours.

B. TENANT IMPROVEMENT INFORMATION:

- 1. In the event the Government chooses to install wall covering as part of the Tenant Improvement Allowance, the minimum standard is established as vinyl or polyolefin commercial wall covering weighing not less than 13 ounces per square yard as specified in FS CCC-W-408C or equivalent. The finish shall be pre-approved by the Contracting Officer.
- 2. All wall covering in the Government-demised area shall be maintained in "like new" condition for the life of the lease. Repair or replacement of wall covering shall be at the Lessor's expense and shall include the moving and returning of furnishings, (except where wall covering has been damaged due to the negligence of the Government), any time during the occupancy by the Government if it is torn, peeling, or permanently stained. All repair and replacement work shall be done after working hours.

C. SAMPLES:

The Lessor shall provide at least 3 samples of each type of wall covering to be installed for selection by the Contracting Officer.

5.9. PAINTING (SEP 2000)

A. BUILDING SHELL:

- 1. The Lessor shall bear the expense for all painting associated with the building shell. These areas shall include all common areas. Exterior perimeter walls and interior core walls within the Government-demised area shall be spackled and prime painted with low VOC primer. If any building shell areas are already painted prior to Tenant Improvements, then the Lessor shall repaint, at the Lessor's expense, as necessary during Tenant Improvements.
- 2. Public areas shall be painted at least every 3 years.

B. TENANT IMPROVEMENT INFORMATION:

1. Prior to occupancy, all surfaces within the Government-demised area which are designated by the Government for painting shall be newly finished in colors acceptable to the Government.
2. Where feasible, reprocessed or consolidated latex paint with zero or low VOC shall be used in accordance with EPA's CPG on all painted surfaces. The type of paint shall be acceptable to the Contracting Officer. The Lessor shall follow the manufacturer's recommendations for the application and maintenance of all paint products.
3. Painted surfaces shall be repainted at the Lessor's expense, including the moving and returning of furnishings, any time during the occupancy by the Government if it is peeling or permanently stained, except where damaged due to the negligence of the Government. All work shall be done after normal working hours as defined elsewhere in this SFO.
4. If the Government desires cyclical repainting during the term of the lease, the cost will be borne by the Tenant Agency.

5.10. DOORS: EXTERIOR (SEP 2000)

A. BUILDING SHELL:

1. Exterior doors shall be provided at the Lessor's expense unless explicitly requested by the Government in addition to those provided by the Lessor. Exterior doors shall be weather-tight and shall open outward. Hinges, pivots, and pins shall be installed in a manner which prevents removal when the door is closed and locked.
2. These doors shall have a minimum clear opening of 32" wide x 80" high (per leaf). Doors shall be heavy-duty, flush, 1) hollow steel construction, 2) solid-core wood, or 3) insulated tempered glass. As a minimum requirement, hollow steel doors shall be fully insulated, flush, #16-gauge hollow steel. Solid-core wood doors and hollow steel doors shall be at least 1-3/4 inches thick. Door assemblies shall be of durable finish and shall have an aesthetically-pleasing appearance acceptable to the Contracting Officer. The opening dimensions and operations shall conform to the governing building, fire safety, accessibility for the disabled, and energy codes and/or requirements.

5.11. DOORS: SUITE ENTRY (SEP 2000)

A. TENANT IMPROVEMENT INFORMATION:

Suite entry doors shall be provided as part of the Tenant Improvements at the Government's expense and shall have a minimum clear opening of 32" wide x 84" high (per leaf). Doors shall meet the requirements of being a flush, solid-core, 1-3/4-inch thick, wood door with a natural wood veneer face or an equivalent pre-approved by the Contracting Officer. Hollow core wood doors are not acceptable. They shall be operable by a single effort and shall be in accordance with National Building Code requirements. Doors shall be installed in a metal frame assembly, finished with a semi-gloss oil based paint finish.

5.12. DOORS: INTERIOR (SEP 2000)

A. TENANT IMPROVEMENT INFORMATION:

Doors within the Government-demised area shall be provided as part of the Tenant Improvements at the Government's expense and shall have a minimum clear opening of 32" wide x 80" high. Doors shall meet the requirements of being a flush, solid-core, wood door with a natural wood veneer face or an equivalent pre-approved by the Contracting Officer. Hollow core wood doors are not acceptable. They shall be operable with a single effort and shall be in accordance with National Building Code requirements. Doors shall be installed in a metal frame assembly, primed and finished with a low VOC semi-gloss oil based paint with no formaldehyde.

5.13. DOORS: HARDWARE (SEP 2000)

A. BUILDING SHELL:

Doors shall have door handles or door pulls with heavy-weight hinges. All doors shall have corresponding door stops (wall- or floor-mounted) and silencers. All public use doors and toilet room doors shall be equipped with kick plates. Exterior doors and all common area doors shall have automatic door closers. All building exterior doors shall have locking devices installed to reasonably deter unauthorized entry. Properly rated and labeled fire door assemblies shall be installed on all fire egress doors.

B. TENANT IMPROVEMENT INFORMATION:

Doors shall have door handles or door pulls with heavy-weight hinges. All doors shall have corresponding door stops (wall- or floor-mounted) and silencers. All door entrances leading into the Government-demised area from public corridors and exterior doors shall have automatic door closers. Doors designated by the Government shall be equipped with 5-pin, tumbler cylinder locks, and strike plates. All locks shall be master keyed. The Government shall be furnished with at least two master keys for each lock.

5.14. DOORS: HARDWARE (NOV 2005)

A. BUILDING SHELL:

Doors shall have door handles or door pulls with heavyweight hinges. All doors shall have corresponding doorstops (wall or floor mounted) and silencers. All public use doors and toilet room doors shall be equipped with kick plates. Exterior doors and all common area doors shall have automatic door closers. All building exterior doors shall have locking devices installed to reasonably deter unauthorized entry. Properly rated and labeled fire door assemblies shall be installed on all fire egress doors.

(b) (6)

(b) (6)

Doors shall have door handles or door pulls with heavy weight hinges. All doors shall have corresponding door stops (wall or floor mounted) and silencers. All door entrances leading into the Government demised area from public corridors and exterior doors shall have automatic door closers. Doors designated by the Government shall be equipped with 5 pin, tumbler cylinder locks, and strike plates. All locks shall be master keyed. The Government shall be furnished with at least two master keys for each lock. Any exterior entrance shall have a high security lock, with appropriate key control procedures, as determined by Government specifications. Hinge pins and hasps shall be secured against unauthorized removal by using spot welds or peened mounting bolts. The exterior side of the door shall have a lock guard or astragal to prevent jimmying of the latch hardware. Doors used for egress only shall not have any operable exterior hardware. All security-locking arrangements on doors used for egress shall comply with requirements of NFPA 101.

B. TENANT IMPROVEMENT INFORMATION:

5.15. DOORS: IDENTIFICATION (SEP 2000)

A. BUILDING SHELL:

All signage required in common areas unrelated to tenant identification shall be provided and installed at the Lessor's expense.

B. TENANT IMPROVEMENT INFORMATION:

Door identification shall be installed in approved locations adjacent to office entrances as part of the Tenant Improvement Allowance. The form of door identification shall be approved by the Contracting Officer.

5.16. PARTITIONS: GENERAL (SEP 2000)

A. BUILDING SHELL:

Partitions in public areas shall be marble, granite, hardwood, sheetrock covered with durable vinyl wall covering, or an equivalent pre-approved by the Contracting Officer.

5.17. PARTITIONS: PERMANENT (SEP 2000)

A. BUILDING SHELL:

Permanent partitions shall extend from the structural floor slab to the structural ceiling slab. They shall be provided by the Lessor at the Lessor's expense as necessary to surround the Government-demised area, stairs, corridors, elevator shafts, toilet rooms, all columns, and janitor closets. They shall have a flame spread rating of 25 or less and a smoke development rating of 50 or less (ASTM E-84). Stairs, elevators, and other floor openings shall be enclosed by partitions and shall have the fire resistance required by National Fire Protection Association (NFPA) Standard 101, Life Safety Code.

5.18. PARTITIONS: SUBDIVIDING (SEP 2000)

A. BUILDING SHELL:

Any demolition of existing improvements which is necessary to satisfy the Government's layout shall be done at the Lessor's expense.

B. TENANT IMPROVEMENT INFORMATION:

1. Office subdividing partitions shall comply with applicable building codes and local requirements and shall be provided at the expense of the Government. Partitioning shall extend from the finished floor to the finished ceiling and shall be designed to provide a sound transmission class (STC) of 37. Partitioning shall be installed by the Lessor at locations to be determined by the Government as identified in the design intent drawings. They shall have a flame spread rating of 25 or less and a smoke development rating of 50 or less (ASTM E-84).

2. HVAC shall be rebalanced and lighting repositioned, as appropriate, after installation of partitions.

3. Partitioning requirements may be met with existing partitions if they meet the Government's standards and layout requirements.

5.19. FLOOR COVERING AND PERIMETERS (SEP 2000)

A. BUILDING SHELL:

1. Exposed interior floors in primary entrances and lobbies shall be marble, granite, terrazzo, or an equivalent pre-approved by the Contracting Officer. Exposed interior floors in secondary entrances, elevator lobbies, and primary interior corridors shall be high-grade carpet, marble, granite, terrazzo, durable vinyl composite tile, or an equivalent pre-approved by the Contracting Officer. Resilient flooring, or an equivalent pre-approved by the Contracting Officer, shall be used in telecommunications rooms. Floor perimeters at partitions shall have wood, rubber, vinyl, marble, carpet base, or an equivalent pre-approved by the Contracting Officer.

2. Terrazzo, unglazed ceramic tile, recycled glass tile, and/or quarry tile shall be used in all toilet and service areas unless another covering is pre-approved by the Contracting Officer.

B. CARPET - REPAIR OR REPLACEMENT:

1. Except when damaged by the Government, the Lessor shall repair or replace carpet at the Lessor's expense at any time during the lease term when:

- a. backing or underlayment is exposed;
- b. there are noticeable variations in surface color or texture; or

c. tears and tripping hazards are present.

2. Repair or replacement shall include the moving and returning of furnishings. Work shall be performed after normal working hours as defined elsewhere in this SFO.

C. RESILIENT FLOORING - REPAIR OR REPLACEMENT:

1. Except when damaged by the Government, the Lessor shall repair or replace resilient flooring at the Lessor's expense at any time during the lease term when:

a. it has curls, upturned edges, or other noticeable variations in texture.

2. Repair or replacement shall include the moving and returning of furnishings. Work shall be performed after normal working hours as defined elsewhere in this SFO.

D. TENANT IMPROVEMENT INFORMATION:

1. Floor covering shall be either carpet or resilient flooring, as specified in the Government's design intent drawings. Floor perimeters at partitions shall have wood, rubber, vinyl, carpet base, or an equivalent pre-approved by the Contracting Officer.

2. The use of existing carpet may be approved by the Contracting Officer; however, existing carpet shall be repaired, stretched, and cleaned before occupancy and shall meet the static buildup requirement for new carpet.

3. If the Government requires restrooms and/or shower rooms in the Government-demised area, floor covering shall be terrazzo, unglazed ceramic tile, and/or quarry tile.

E. INSTALLATION:

Floor covering shall be installed in accordance with manufacturing instructions to lay smoothly and evenly.

F. SAMPLES:

When floor covering is to be newly installed or changed, the Lessor shall provide the Government with a minimum of 3 different color samples of each type of floor covering. The sample and color shall be approved by the Government prior to installation. No substitutes may be made by the Lessor after sample selection.

5.20. CARPET: BROADLOOM (SEP 2000)

A. Any carpet to be newly installed shall meet the following specifications:

1. Pile Yarn Content. Pile yarn content shall be staple filament or continuous filament branded by a fiber producer (e.g., Allied, DuPont, Monsanto, BASF, Talisman Mills, woolblend), soil-hiding nylon, or wool nylon blends.

2. Environmental Requirements. The Lessor shall use carpet that meets the "Green Label" requirements of the Carpet and Rug Institute unless an exception is granted by the Contracting Officer.

3. Carpet Pile Construction. Carpet pile construction shall be level loop, textured loop, level cut pile, or level cut/uncut pile.

4. Pile Weight. Pile weight shall be a minimum of 26 ounces per square yard for level-loop or textured-loop construction. Pile weight shall be a minimum weight of 32 ounces per square yard for level-cut/uncut construction.

5. Secondary Back. The secondary back shall be jute or synthetic fiber for glue-down installation.

6. Density. The density shall be 100 percent nylon (loop and cut pile) with a minimum of 4,000; other fibers, including blends and combinations with a minimum of 4,500.

7. Pile Height. The maximum pile height shall be 1/2 inch (13 mm). Exposed edges of carpet shall be fastened to floor surfaces and shall have trim along the entire length of the exposed edge.

5.21. CARPET TILE (SEP 2000)

A. Any carpet to be newly installed shall meet the following specifications:

1. Pile Yarn Content. Pile yarn content shall be staple filament or continuous filament branded by a fiber producer (e.g., Allied, DuPont, Monsanto, BASF), or soil-hiding nylon.

2. Environmental Requirements. The Lessor shall use carpet that meets the "Green Label" requirements of the Carpet and Rug Institute unless an exception is granted by the Contracting Officer.

3. Carpet Pile Construction. Carpet pile construction shall be tufted level loop, level cut pile, or level cut/uncut pile.

4. Pile Weight. Pile weight shall be a minimum of 26 ounces per square yard for level loop and cut pile. Pile weight shall be a minimum of 32 ounces per square yard for plush and twist.

5. Secondary Back. The secondary back shall be polyvinyl chloride, ethylene vinyl acetate, polyurethane, polyethylene, bitumen, or olefinic hardback reinforced with fiberglass.

6. Total Weight. Total weight shall be a minimum of 130 ounces per square yard.

7. Density. The density shall be 100 percent nylon (loop and cut pile) with a minimum of 4,000; other fibers, including blends and combinations with a minimum of 4,500.

8. Pile Height. The minimum pile height shall be 1/8 inch. The combined thickness of the pile, cushion, and backing height shall not exceed 1/2 inch (13 mm).
9. Static Buildup. Static buildup shall be a maximum of 3.5 kilovolt, when tested in accordance with AATCC-134.
10. Carpet Construction. Carpet construction shall be a minimum of 64 tufts per square inch.

5.22. ACOUSTICAL REQUIREMENTS (SEP 2000)

A. BUILDING SHELL:

1. Reverberation Control. Ceilings in carpeted space shall have a noise reduction coefficient (NRC) of not less than 0.55 in accordance with ASTM C-423. Ceilings in offices, conference rooms, and corridors having resilient flooring shall have an NRC of not less than 0.65.
2. Ambient Noise Control. Ambient noise from mechanical equipment shall not exceed noise criteria curve (NC) 35 in accordance with the ASHRAE Handbook of Fundamentals in offices and conference rooms; NC 40 in corridors, cafeterias, lobbies, and toilets; NC 50 in other spaces.
3. Noise Isolation. Rooms separated from adjacent spaces by ceiling-high partitions (not including doors) shall not be less than the following noise isolation class (NIC) standards when tested in accordance with ASTM E-336:
 - a. Conference rooms NIC 40
 - b. Offices NIC 35
4. Testing.
 - a. The Contracting Officer may require, at no cost to the Government, test reports by a qualified acoustical consultant showing that acoustical requirements have been met.
 - b. The requirements of this paragraph shall take precedence over any additional specifications in this SFO if there is a conflict.

5.23. WINDOW COVERINGS (SEP 2000)

A. TENANT IMPROVEMENT INFORMATION:

1. Window Blinds. All exterior windows shall be equipped with window blinds in new or like new condition, which shall be provided as part of the Tenant Improvement Allowance. The blinds may be aluminum or plastic vertical blinds or horizontal blinds with aluminum slats of 1-inch width or less or an equivalent pre-approved by the Contracting Officer. The window blinds shall have non-corroding mechanisms and synthetic tapes. Color selection will be made by the Contracting Officer.
2. Draperies. If draperies are required, the following minimum specifications shall apply:
 - a. Fabrics shall be lined with either white or off-white plain lining fabric suited to the drapery fabric weight. Draperies shall be either floor-, apron-, or sill-length, as specified by the Government, and shall be wide enough to cover window and trim. Draperies shall be hung with drapery hooks on well-anchored heavy duty traverse rods. Traverse rods shall draw from either the center, right, or left side.
 - b. Construction. Any draperies to be newly installed, shall be made as follows:
 - i. fullness of 100 percent, including overlap, side hems, and necessary returns;
 - ii. double headings of 4 inches turned over a 4-inch permanently finished stiffener;
 - iii. doubled side hems of 1-1/2- inches; 4-inch doubled and blind stitched bottom hems;
 - iv. three-fold pinch pleats;
 - v. safety stitched intermediate seams;
 - vi. matched patterns;
 - vii. tacked corners; and
 - viii. no raw edges or exposed seams.
 - c. Use of existing draperies must be approved by the Contracting Officer.
3. Samples. A minimum of 3 patterns and colors shall be made available to the Government for selection; shading of sample fabric shall not vary markedly from that of the final product.

5.24. BUILDING DIRECTORY (SEP 2000)

A. BUILDING SHELL:

A tamper-proof directory with lock shall be provided in the building lobby listing the Government agency(ies). It must be acceptable to the Contracting Officer.

5.25. FLAG POLE (SEP 2000)

A. BUILDING SHELL:

If the Government is the sole occupant of the building, a flag pole shall be provided at a location to be approved by the Contracting Officer. The flag will be provided by the Government. This requirement may be waived if determined inappropriate by the Government.

6.0 MECHANICAL, ELECTRICAL, PLUMBING

6.1. MECHANICAL, ELECTRICAL, PLUMBING: GENERAL (SEP 2000)

A. BUILDING SHELL:

The Lessor shall provide and operate all building equipment and systems in accordance with applicable technical publications, manuals, and standard procedures. Mains, lines, and meters for utilities shall be provided by the Lessor. Exposed ducts, piping, and conduits are not permitted in office space.

6.2. ENERGY COST SAVINGS (SEP 2000)

A. The Offeror is encouraged to use 1) Energy Savings Performance Contracts (ESPC) or 2) utility agreements to achieve, maintain, and/or exceed the ENERGY STAR Benchmark Score of 75. The Offeror is encouraged to include shared savings in the offer as a result of energy upgrades where applicable. The ENERGY STAR Online Benchmark Tool can be found at the www.epa.gov/energystar web site.

B. All new construction shall achieve an ENERGY STAR Building Label within 1 year after reaching 95 percent occupancy and will continue to retain the ENERGY STAR Building Label if the level of performance is maintained.

C. The Offeror may obtain a list of energy service companies qualified under the Energy Policy Act to perform ESPC, as well as additional information on cost-effective energy efficiency, renewables, and water conservation. For the ESPC qualified list, refer to the www.eren.doe.gov/femp web site, or call the FEMP Help Desk at 1-800-566-2877.

6.3. DRINKING FOUNTAINS (SEP 2000)

A. BUILDING SHELL:

The Lessor shall provide, on each floor of office space, a minimum of one chilled drinking fountain within every 150 feet, 0 inches of travel distance.

6.4. TOILET ROOMS (SEP 2000)

A. BUILDING SHELL:

1. Separate toilet facilities for men and women shall be provided on each floor occupied by the Government in the building. The facilities shall be located so that employees will not be required to travel more than 200 feet, 0 inches on one floor to reach the toilets. Each toilet room shall have sufficient water closets enclosed with modern stall partitions and doors, urinals (in men's room), and hot (set in accordance with applicable building codes) and cold water. Water closets and urinals shall not be visible when the exterior door is open.

2. Each main toilet room shall contain the following equipment:

- a. a mirror above the lavatory;
- b. a toilet paper dispenser in each water closet stall, that will hold at least two rolls and allow easy, unrestricted dispensing;
- c. a coat hook on the inside face of the door to each water closet stall and on several wall locations by the lavatories;
- d. at least one modern paper towel dispenser, soap dispenser, and waste receptacle for every two lavatories;
- e. a coin-operated sanitary napkin dispenser in women's toilet rooms with a waste receptacle for each water closet stall;
- f. ceramic tile, recycled glass tile, or comparable wainscot from the floor to a minimum height of 4 feet, 6 inches;
- g. a disposable toilet seat cover dispenser; and
- h. a counter area of at least 2 feet, 0 inches in length, exclusive of the lavatories (however, it may be attached to the lavatories) with a mirror above and a ground fault interrupt-type convenience outlet located adjacent to the counter area.

B. If newly installed, toilet partitions shall be made from recovered materials as listed in EPA's CPG.

6.5. TOILET ROOMS: FIXTURE SCHEDULE (SEP 2000)

A. BUILDING SHELL:

1. The toilet fixture schedule specified below shall be applied to each full floor based on one person for each 135 ANSI/BOMA Office Area square feet of office space in a ratio of 50 percent men and 50 percent women.

NUMBER OF MEN*WOMEN			WATER CLOSETS	LAVATORIES
1	-	15	1	1
16	-	35	2	2
36	-	55	3	3
56	-	60	4	3
61	-	80	4	4
81	-	90	5	4
91	-	110	5	5
111	-	125	6	5
126	-	150	6	**
> 150			***	
* In men's facilities, urinals may be substituted for 1/3 of the water closets specified.				
** Add one lavatory for each 45 additional employees over 125.				
*** Add one water closet for each 40 additional employees over 150.				

2. Refer to the schedule separately for each sex.

3. For new installations:

- Water closets shall not use more than 1.6 gallons per flush.
- Urinals shall not use more than 1.0 gallons per flush.
- Faucets shall not use more than 2.5 gallons per minute at a flowing water pressure of 80 pounds per square inch.

6.6. JANITOR CLOSETS (SEP 2000)

A. BUILDING SHELL:

Janitor closets with service sink, hot and cold water, and ample storage for cleaning equipment, materials, and supplies shall be provided on all floors. Each janitor closet door shall be fitted with an automatic deadlocking latch bolt with a minimum throw of 1/2 inch.

6.7. HEATING AND AIR CONDITIONING (SEP 2000)

A. BUILDING SHELL:

- Temperatures shall conform to local commercial equivalent temperature levels and operating practices in order to maximize tenant satisfaction. These temperatures shall be maintained throughout the leased premises and service areas, regardless of outside temperatures, during the hours of operation specified in the lease.
- During non-working hours, heating temperatures shall be set no higher than 55° Fahrenheit, and air conditioning shall not be provided except as necessary to return space temperatures to a suitable level for the beginning of working hours. Thermostats shall be secured from manual operation by key or locked cage. A key shall be provided to the Government Field Office Manager.
- Simultaneous heating and cooling are not permitted.
- Areas having excessive heat gain or heat loss, or affected by solar radiation at different times of the day, shall be independently controlled.
- Equipment Performance. Temperature control for office spaces shall be assured by concealed central heating and air conditioning equipment. The equipment shall maintain space temperature control over a range of internal load fluctuations of plus 0.5 W/sq. ft. to minus 1.5 W/sq. ft. from initial design requirements of the tenant.
- HVAC Use During Construction. The permanent HVAC system may be used to move both supply and return air during the construction process only if the following conditions are met:
 - a complete air filtration system with 60 percent efficiency filters is installed and properly maintained;
 - no permanent diffusers are used;
 - no plenum-type return air system is employed;
 - the HVAC duct system is adequately sealed to prevent the spread of airborne particulate and other contaminants; and
 - following the building "flush-out," all duct systems are vacuumed with portable high-efficiency particulate arrestance (HEPA) vacuums and documented clean in accordance with National Air Duct Cleaners Association (NADCA) specifications.
- Ductwork Re-use and Cleaning. Any ductwork to be reused and/or to remain in place shall be cleaned, tested, and demonstrated to be clean in accordance with the standards set forth by NADCA. The cleaning, testing, and demonstration shall occur immediately prior to Government occupancy to avoid contamination from construction dust and other airborne particulates.

8. Insulation. All insulation shall contain recovered materials as required by EPA's CPG and related recycled content recommendations.

9. The Lessor shall conduct HVAC system balancing after any HVAC system alterations during the term of the lease and shall make a reasonable attempt to schedule major construction outside of office hours.

B. TENANT IMPROVEMENT INFORMATION:

1. Zone Control. Individual thermostat control shall be provided for office space with control areas not to exceed 2,000 ANSI/BOMA Office Area square feet. Areas which routinely have extended hours of operation shall be environmentally controlled through dedicated heating and air conditioning equipment. Special purpose areas (such as photocopy centers, large conference rooms, computer rooms, etc.) with an internal cooling load in excess of 5 tons shall be independently controlled. Concealed package air conditioning equipment shall be provided to meet localized spot cooling of tenant special equipment. Portable space heaters are prohibited from use.

6.8. VENTILATION (SEP 2000)

A. During working hours in periods of heating and cooling, ventilation shall be provided in accordance with the latest edition of ANSI/ASHRAE Standard 62, Ventilation for Acceptable Indoor Air Quality.

B. Air filtration shall be provided and maintained with filters having a minimum efficiency rating as determined by ANSI/ASHRAE Standard 52.2, Method of Testing General Ventilation Air Cleaning Devices for Removal Efficiency by Particle Size. Pre-filters shall be 30 percent to 35 percent efficient. Final filters shall be 80 percent to 85 percent efficient for particles at 3 microns.

C. Where the Lessor proposes that the Government shall pay utilities, the following shall apply:

1. an automatic air or water economizer cycle shall be provided to all air handling equipment, and
2. the building shall have a fully functional building automation system capable of control, regulation, and monitoring of all environmental conditioning equipment. The building automation system shall be fully supported by a service and maintenance contract.

6.9. VENTILATION: TOILET ROOMS (DEC 1993)

Toilet rooms shall be properly exhausted, with a minimum of 10 air changes per hour.

6.10. ELECTRICAL: GENERAL (SEP 2000)

The Lessor shall be responsible for meeting the applicable requirements of local codes and ordinances. When codes conflict, the more stringent standard shall apply. Main service facilities shall be enclosed. The enclosure may not be used for storage or other purposes and shall have door(s) fitted with an automatic deadlocking latch bolt with a minimum throw of 1/2 inch. Distribution panels shall be circuit breaker type with 10 percent spare power load and circuits.

6.11. ELECTRICAL: DISTRIBUTION (SEP 2000)

A. BUILDING SHELL:

1. Main power distribution switchboards and distribution and lighting panel boards shall be circuit breaker type with copper buses that are properly rated to provide the calculated fault circuits. All power distribution panel boards shall be supplied with separate equipment ground buses. All power distribution equipment shall be required to handle the actual specified and projected loads plus 10 percent spare load capacity. Distribution panels are required to accommodate circuit breakers for the actual calculated needs plus 10 percent spare circuits that will be equivalent to the majority of other circuit breakers in the panel system. All floors shall have 120/208 V, 3-phase, 4-wire with bond, 60 hertz electric service available.
2. Main distribution for standard office occupancy shall be provided at the Lessor's expense. In no event shall such power distribution (not including lighting and HVAC) for the Government-demised area fall below 7 W per ANSI/BOMA Office Area square foot.
3. Convenience outlets shall be installed in accordance with NFPA Standard 70, National Electrical Code, or local code, whichever is more stringent.

B. TENANT IMPROVEMENT INFORMATION:

1. All electrical, telephone, and data outlets within the Government-demised area shall be installed by the Lessor at the expense of the Government in accordance with the design intent drawings. All electrical outlets shall be installed in accordance with NFPA Standard 70, or local code, whichever is more stringent.
2. All tenant outlets shall be marked and coded for ease of wire tracing; outlets shall be circuited separately from lighting. All floor outlets shall be flush with the plane of the finished floor.
3. The Lessor shall ensure that outlets and associated wiring (for electricity, voice, and data) to the workstation(s) shall be safely concealed in partitions, ceiling plenums, in recessed floor ducts, under raised flooring, or by use of a method acceptable to the Contracting Officer. In any case, cable on the floor surface shall be minimized.

6.12. ELECTRICAL: ADDITIONAL DISTRIBUTION SPECIFICATIONS

If the Offeror proposes that building maintenance will be the responsibility of the Government, the Lessor shall provide duplex utility outlets in toilets, corridors, and dispensing areas for maintenance purposes at no cost to the Government. Fuses and circuit breakers shall be plainly marked or labeled to identify circuits or equipment supplied through them.

6.13. TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (SEP 2000)

A. BUILDING SHELL:

1. Sufficient space shall be provided on the floor(s) where the Government occupies space for the purposes of terminating telecommunications service into the building. The building's telecommunications closets located on all floors shall be vertically-stacked. Telecommunications switchrooms, wire closets, and related spaces shall be enclosed. The enclosure shall not be used for storage or other purposes and shall have door(s) fitted with an automatic door-closer and deadlocking latch bolt with a minimum throw of 1/2 inch.
2. Telecommunications switchrooms, wire closets, and related spaces shall meet applicable Telecommunications Industry Association (TIA) and Electronic Industries Alliance (EIA) standards. These standards include the following:
 - a. TIA/EIA-568, Commercial Building Telecommunications Cabling Standard,
 - b. TIA/EIA 569, Commercial Building Standard for Telecommunications Pathways and Spaces,
 - c. TIA/EIA-570, Residential and Light Commercial Telecommunications Wiring Standard, and
 - d. TIA/EIA-607, Commercial Building Grounding and Bonding Requirements for Telecommunications Standard.
3. Telecommunications switchrooms, wire closets, and related spaces shall meet applicable NFPA standards. Bonding and grounding shall be in accordance with NFPA Standard 70, National Electrical Code, and other applicable NFPA standards and/or local code requirements.

B. TENANT IMPROVEMENT INFORMATION:

Telecommunications floor or wall outlets shall be provided as required. At a minimum, each outlet shall house one 4-pair wire jack for voice and one 4-pair wire jack for data. The Lessor shall ensure that all outlets and associated wiring, copper, coaxial cable, optical fiber, or other transmission medium used to transmit telecommunications (voice, data, video, Internet, or other emerging technologies) service to the workstation shall be safely concealed under raised floors, in floor ducts, walls, columns, or molding. All outlets/junction boxes shall be provided with rings and pull strings to facilitate the installation of cable. Some transmission medium may require special conduit, inner duct, or shielding as specified by the Government.

6.14. TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (SEP 2000)

A. BUILDING SHELL:

1. The Government reserves the right to contract its own telecommunications (voice, data, video, Internet or other emerging technologies) service in the space to be leased. The Government may contract with one or more parties to have inside wiring (or other transmission medium) and telecommunications equipment installed.
2. The Lessor shall allow the Government's designated telecommunications providers access to utilize existing building wiring to connect its services to the Government's space. If the existing building wiring is insufficient to handle the transmission requirements of the Government's designated telecommunications providers, the Lessor shall provide access from the point of entry into the building to the Government's floor space, subject to any inherent limitations in the pathway involved.
3. The Lessor shall allow the Government's designated telecommunications providers to affix telecommunications antennae (high frequency, mobile, microwave, satellite, or other emerging technologies), subject to weight and wind load conditions, to roof, parapet, or building envelope as required. Access from the antenna(e) to the leased space shall be provided.
4. The Lessor shall allow the Government's designated telecommunications providers to affix antennae and transmission devices throughout its leased space and in appropriate common areas frequented by the Government's employees so as to allow the use of wireless telephones and communications devices necessary to conduct business.

B. TENANT IMPROVEMENT INFORMATION:

Should the Government's security requirements require sealed conduit to house the telecommunications transmission medium, the Lessor shall provide such conduit at the expense of the Government.

6.15. DATA DISTRIBUTION (SEP 2000)

A. TENANT IMPROVEMENT INFORMATION:

The Government shall at its expense be responsible for purchasing and installing data cable. The Lessor shall ensure that data outlets and the associated wiring used to transmit data to workstations shall be safely concealed in floor ducts, walls, columns, or below access flooring. The Lessor shall provide outlets, which shall include rings and pull strings to facilitate the installation of the data cable. When cable consists of multiple runs, the Lessor shall provide ladder type cable trays to insure that Government provided cable does not come into contact with suspended ceilings. Cable trays shall form a loop around the perimeter of the Government demised area such that they are within a 30 foot, 0 inch horizontal distance of any single drop.

6.16. ELECTRICAL, TELEPHONE, DATA FOR SYSTEMS FURNITURE (SEP 2000)

A. TENANT IMPROVEMENT INFORMATION:

1. The Lessor shall provide as part of the Tenant Improvement Allowance separate data, telephone, and electric junction boxes for the base feed connections to Government-provided modular or systems furniture, when such feeds are supplied via wall outlets or floor penetrations. When overhead feeds are used, junction boxes shall be installed for electrical connections. Raceways shall be provided throughout the furniture panels to distribute the electrical, telephone, and data cable. The Lessor shall provide all electrical service wiring and connections to the furniture at designated junction points. Each electrical junction shall contain an 8-wire feed consisting of 3 general-purpose 120-V circuits with 1 neutral and 1 ground wire, and a 120-V isolated-ground circuit with 1 neutral and 1 isolated-ground wire. A 20-ampere circuit shall have no more than 8 general-purpose receptacles or 4 isolated-ground "computer" receptacles.

2. The Government shall at its expense be responsible for purchasing data and telecommunications cable. Said cable shall be installed and connected to systems furniture by the Lessor/contractor with the assistance and/or advice of the Government or computer vendor. The Lessor shall provide wall-mounted data and telephone junction boxes, which shall include rings and pull strings to facilitate the installation of the data and telecommunications cable. When cable consists of multiple runs, the Lessor shall provide ladder-type cable trays to insure that Government-provided cable does not come into contact with suspended ceilings. Cable trays shall form a loop around the perimeter of the Government-demised area such that they are within a 30-foot, 0-inch horizontal distance of any single drop. Said cable trays shall provide access to both telecommunications data closets and telephone closets.

3. The Lessor shall furnish and install suitably sized junction boxes in the vicinity of the "feeding points" of the furniture panels. All "feeding points" shall be shown on Government-approved design intent drawings. The Lessor shall temporarily cap off the wiring in the junction boxes until the furniture is installed during Phase 2. The Lessor shall make all connections in the power panel and shall keep the circuit breakers off. The Lessor shall identify each circuit with the breaker number and shall identify the computer hardware to be connected to it. The Lessor shall identify each breaker at the panel and identify the devices that it serves.

4. PHASE 2 involves the Lessor's electrical contractor connecting power poles or base feeds in the junction boxes to the furniture electrical system and testing all pre-wired receptacles in the systems furniture. It also involves other Government contractors who will be installing the data cable in the furniture panels for the terminal and printer locations, installing the connectors on the terminal/printer ends of the cable, and continuity testing each cable. All Phase 2 work shall be coordinated and performed in conjunction with the furniture, telephone, and data cable installers. Much of this work may occur over a weekend on a schedule that requires flexibility and on-call visits.

6.17. ADDITIONAL ELECTRICAL CONTROLS

If the Offeror proposes that the Government pay separately for electricity, no more than 500 square feet of office may be controlled by one switch or automatic light control for all space on the Government meter, either through a building automation system, time clock, occupant sensor, or other comparable system acceptable to the Contracting Officer.

6.18. ELEVATORS (FEB 2007)

A. The Lessor shall provide suitable passenger and freight elevator service to any Government-demised area not having ground level access. Service shall be available during the hours specified in the "Normal Hours" paragraph in the SERVICES, UTILITIES, MAINTENANCE section of this SFO. However, one passenger and one freight elevator shall be available at all times for Government use. The freight elevator shall be accessible to the loading areas. When possible, the Government shall be given 24-hour advance notice if the service is to be interrupted for more than 1-1/2 hours. Normal service interruption shall be scheduled outside of the Government's normal working hours. The Lessor shall also use best efforts to minimize the frequency and duration of unscheduled interruptions.

B. CODE:

Elevators shall conform to the current edition of the American Society of Mechanical Engineers ANSI/ASME A17.1, Safety Code for Elevators and Escalators, except that elevator cabs are not required to have a visual or audible signal to notify passengers during automatic recall. Elevator lobby smoke detectors shall not activate the building fire alarm system but shall signal the fire department or central station services and capture the elevators. The elevator shall be inspected and maintained in accordance with the current edition of the ANSI/ASME A17.2, Inspectors' Manual for Elevators. All elevators shall meet ABAAS requirements.

C. SAFETY SYSTEMS:

Elevators shall be equipped with telephones or other two-way emergency signaling systems. The system used shall be marked and shall reach an emergency communication location staffed during normal operating hours when the elevators are in service. When Government occupancy is 3 or more floors above grade, automatic elevator emergency recall is required.

D. SPEED:

The passenger elevators shall have a capacity to transport in 5 minutes 15 percent of the normal population of all upper floors (based on 150 square feet per person). Further, the dispatch interval between elevators during the up-peak demand period shall not exceed 35 seconds.

E. INTERIOR FINISHES:

Elevator cab walls shall be hardwood, marble, granite, or an equivalent pre-approved by the Contracting Officer. Elevator cab floors shall be marble, granite, terrazzo, or an equivalent pre-approved by the Contracting Officer.

6.19. LIGHTING: INTERIOR AND PARKING (FEB 2007)

A. BUILDING SHELL:

1. The Lessor shall provide interior lighting, as part of the building shell cost, in accordance with the following:

a. Modern, diffused fluorescent fixtures using no more than 2.0 W per ANSI/BOMA Office Area square foot shall be provided. Such fixtures shall be capable of producing a light level of 50 average maintained foot-candles at working surface height throughout the space. Tubes shall then be removed to provide 1) 30 foot-candles in portions of work areas other than work surfaces and 2) 1 foot-candle to 10 foot-candles, or minimum levels sufficient to ensure safety, in non-working areas. Exceptions may be granted by the GSA Buildings Manager. When the space is not in use by the Government, interior and exterior lighting, except that essential for safety and security purposes, shall be turned off.

b. Exterior parking areas, vehicle driveways, pedestrian walkways, and building perimeter shall have 5 foot-candles for doorway areas, 3 foot-candles for transition areas (including stairwells), and at least 1 foot-candle overlapping throughout the lot, except where local codes conflict. Illumination shall be designed based on Illuminating Engineering Society of North America (IESNA) standards. Indoor parking shall have a minimum of 10 foot-candles and shall be designed based on IESNA standards. The intent is to provide adequate lighting at entrances/exits, garages, parking lots or other adjacent areas to the building to discourage crimes against persons.

c. Exterior building lighting must have emergency power backup to provide for safe evacuation of the building in case of natural disaster, power outage, or criminal/terrorist activity.

d. The Lessor shall provide occupancy sensors and/or scheduling controls through the building automation system to reduce the hours that the lights are on when the space is unoccupied. Daylight dimming controls shall be used in atriums or other space where daylight can contribute to energy savings.

e. Lighting shall be controlled by occupancy sensors arranged to control open areas, individual offices, conference rooms, toilet rooms within the Government-demised area, and all other programmed spaces or rooms within the leased space. The control system shall provide an optimal mix of infrared and ultrasonic sensors suitable for the configuration and type of space. Occupancy sensors shall be located so that they have a clear view of the room or area they are monitoring. No more than 1,000 ANSI/BOMA Office Area square feet of open space shall be controlled by occupancy sensor. All occupancy sensors shall have manual switches to override the light control. Such switches shall be located by door openings in accordance with ABAAS. If light switches are to be used instead of occupancy sensors or in combination with occupancy sensors, the Offeror shall notify the Government during the negotiation process.

7.0 SERVICES, UTILITIES, MAINTENANCE

7.1. SERVICES, UTILITIES, MAINTENANCE: GENERAL

Services, utilities, and maintenance shall be provided by the Lessor as part of the rental consideration. The Lessor shall have a building superintendent or a locally designated representative available to promptly correct deficiencies.

7.2. NORMAL HOURS

Services, utilities, and maintenance shall be provided daily, extending 9:00 a.m. to 5:00 p.m. except Saturdays, Sundays, and federal holidays.

7.3. OVERTIME USAGE (JAN 1997)

A. The Government shall have access to the leased space at all times without additional payment, including the use, during other than normal hours, of necessary services and utilities such as elevators, toilets, lights, and electric power.

B. Reimbursement to the Lessor for overtime heating or cooling will be at the hourly rate established in the contract.

7.4. UTILITIES

The Lessor shall ensure that utilities necessary for operation are provided and that all associated costs are included as a part of the established rental rate.

7.5. BUILDING OPERATING PLAN

If the cost of utilities is not included as part of the rental consideration, the Offeror shall submit a building operating plan with the offer. Such plan shall include a schedule of startup and shutdown times for operation of each building system, such as lighting, HVAC, and plumbing which is necessary for the operation of the building. Such plan shall be in operation on the effective date of the lease.

7.6. JANITORIAL SERVICES (SEP 2000)

A. The Lessor shall provide janitorial services for the leased space, public areas, entrances, and all other common areas and shall provide replacement of supplies.

B. SELECTION OF CLEANING PRODUCTS:

The Lessor shall make careful selection of janitorial cleaning products and equipment to:

1. use products that are packaged ecologically;
2. use products and equipment considered environmentally beneficial and/or recycled products that are phosphate-free, non-corrosive, non-flammable, and fully biodegradable; and
3. minimize the use of harsh chemicals and the release of irritating fumes.
4. Examples of acceptable products may be found at <http://pub.fss.gsa.gov/enviro/clean-prod-catalog.html>.

C. SELECTION OF PAPER PRODUCTS:

The Lessor shall select paper and paper products (i.e., bathroom tissue and paper towels) with recycled content conforming to EPA's CPG.

7.7. SCHEDULE OF PERIODIC SERVICES

Within 60 days after occupancy by the Government, the Lessor shall provide the Contracting Officer with a detailed written schedule of all periodic services and maintenance to be performed other than daily, weekly, or monthly.

7.8. LANDSCAPE MAINTENANCE

Performance will be based on the Contracting Officer's evaluation of results and not the frequency or the method of performance. Landscape maintenance shall be performed during the growing season on a weekly cycle and shall consist of watering, mowing, and policing the area to keep it free of debris. Pruning and fertilization shall be done on an as needed basis. In addition, dead or dying plants shall be replaced.

7.9. FLAG DISPLAY

The Lessor shall be responsible for flag display on all workdays and federal holidays. The Government will provide instructions when flags shall be flown at half-staff.

7.10. MAINTENANCE AND TESTING OF SYSTEMS (SEP 2000)

A. The Lessor is responsible for the total maintenance and repair of the leased premises. Such maintenance and repairs include site and private access roads. All equipment and systems shall be maintained to provide reliable, energy-efficient service without unusual interruption, disturbing noises, exposure to fire or safety hazards, uncomfortable drafts, excessive air velocities, or unusual emissions of dirt. The Lessor's maintenance responsibility includes initial supply and replacement of all supplies, materials, and equipment necessary for such maintenance. Maintenance, testing, and inspection of appropriate equipment and systems shall be done in accordance with applicable codes, and inspection certificates shall be displayed as appropriate. Copies of all records in this regard shall be forwarded to the Government Field Office Manager or a designated representative.

B. Without any additional charge, the Government reserves the right to require documentation of proper operations or testing prior to occupancy of such systems as fire alarm, sprinkler, emergency generator, etc. to ensure proper operation. These tests shall be witnessed by a designated representative of the Contracting Officer.

8.0 SAFETY AND ENVIRONMENTAL MANAGEMENT

8.1. CERTIFICATE OF OCCUPANCY (MAY 2005)

The Lessor shall provide a valid Certificate of Occupancy, issued by the local jurisdiction, for the intended use of the Government and shall maintain and operate the building in conformance with current local codes and ordinances. If the local jurisdiction does not issue Certificates of Occupancy, the Offeror shall obtain the services of a licensed fire protection engineer to verify the offered space meets all applicable local codes and ordinances to ensure an acceptable level of safety is provided.

8.2. FIRE PROTECTION AND LIFE SAFETY (MAY 2005)

A. Offered space shall meet or be upgraded to meet prior to occupancy, the applicable egress requirements in the National Fire Protection Association (NFPA) 101, Life Safety Code, or an alternative approach or method for achieving a level of safety deemed equivalent and acceptable by the Government.

B. Offered space shall provide unrestricted access to a minimum of two remote exits on each floor of Government occupancy. Scissor stairs shall only be counted as one approved exit. Open air exterior fire escapes shall not be counted as an approved exit.

8.3. AUTOMATIC FIRE SPRINKLER SYSTEM (MAY 2005)

A. Offered space located below-grade, including parking garage areas, and all areas in a building referred to as "hazardous areas" (defined in NFPA 101) that are located within the entire building (including non-Government areas) shall be protected by an automatic fire sprinkler system or an equivalent level of safety.

B. For buildings in which any portion of the offered space is on or above the sixth floor, then, at a minimum, the building up to and including the highest floor of Government occupancy shall be protected by an automatic fire sprinkler system or an equivalent level of safety.

C. For buildings in which any portion of the offered space is on or above the sixth floor, and lease of the offered space will result, either individually or in combination with other Government leases in the offered building, in the Government leasing 35,000 square feet or more ANSI/BOMA Office Area square feet of space in the offered building, then the entire building shall be protected throughout by an automatic fire sprinkler system or an equivalent level of safety.

D. Automatic sprinkler system(s) shall be maintained in accordance with the requirements of the applicable local codes or NFPA 25, Standard for the Inspection, Testing, and Maintenance of Water-based Fire Protection Systems.

E. Definitions:

1. "Automatic sprinkler system" means an electronically supervised, integrated system of underground and overhead piping, designed in accordance with National Fire Protection Association (NFPA) 13, Installation of Sprinkler Systems. The system is usually activated by heat from fire and discharges water over the fire area. The system includes an adequate water supply.

2. "Equivalent level of safety" means an alternative design or system (which may include automatic sprinkler systems), based upon fire protection engineering analysis, which achieves a level of safety equal to or greater than that provided by automatic sprinkler systems.

8.4. FIRE ALARM SYSTEM (MAY 2005)

A. A building-wide fire alarm system shall be installed in buildings in which any portion of the offered space is located 2 or more stories above the lowest level of exit discharge. The fire alarm system shall meet the installation and operational requirements of the applicable local codes and ordinances (current as of the date of this SFO) adopted by the jurisdiction in which the building is located.

B. The fire alarm system shall be maintained in accordance with the requirements of the applicable local codes or NFPA 72, National Fire Alarm Code. The fire alarm system wiring and equipment shall be electrically-supervised and shall automatically notify the local fire department or approved central station. Emergency power shall be provided for the fire alarm system.

8.5. OSHA REQUIREMENTS (SEP 2000)

The Lessor shall maintain buildings and space in a safe and healthful condition according to OSHA standards.

8.6. ASBESTOS (SEP 2000)

A. Offers are requested for space with no asbestos-containing materials (ACM), or with ACM in a stable, solid matrix (e.g., asbestos flooring or asbestos cement panels) which is not damaged or subject to damage by routine operations. For purposes of this paragraph, "space" includes the 1) space offered for lease; 2) common building areas; 3) ventilation systems and zones serving the space offered; and 4) the area above suspended ceilings and engineering space in the same ventilation zone as the space offered. If no offers are received for such space, the Government may consider space with thermal system insulation ACM (e.g., wrapped pipe or boiler lagging) which is not damaged or subject to damage by routine operations.

B. Definition. ACM is defined as any materials with a concentration of greater than 1 percent by dry weight of asbestos.

C. Space with ACM of any type or condition may be upgraded by the Offeror to meet the conditions described in subparagraph A by abatement (removal, enclosure, encapsulation, or repair) of ACM not meeting those conditions. If an offer involving abatement of ACM is accepted by the Government, the Lessor shall, prior to occupancy, successfully complete the abatement in accordance with OSHA, EPA, Department of Transportation (DOT), state, and local regulations and guidance.

8.7. INDOOR AIR QUALITY (SEP 2000)

A. The Lessor shall control contaminants at the source and/or operate the space in such a manner that the Government indicator levels for carbon monoxide (CO), carbon dioxide (CO₂), and formaldehyde (HCHO) are not exceeded. The indicator levels for office areas shall be: CO - 9 ppm time-weighted average (TWA - 8-hour sample); CO₂ - 1,000 ppm (TWA); HCHO - 0.1 ppm (TWA).

B. The Lessor shall make a reasonable attempt to apply insecticides, paints, glues, adhesives, and HVAC system cleaning compounds with highly volatile or irritating organic compounds, outside of working hours. The Lessor shall provide at least 72 hours advance notice to the Government before applying noxious chemicals in occupied spaces and shall adequately ventilate those spaces during and after application.

C. The Lessor shall promptly investigate indoor air quality (IAQ) complaints and shall implement the necessary controls to address the complaint.

D. The Government reserves the right to conduct independent IAQ assessments and detailed studies in space that it occupies, as well as in space serving the Government-demised area (e.g., common use areas, mechanical rooms, HVAC systems, etc.). The Lessor shall assist the Government in its assessments and detailed studies by 1) making available information on building operations and Lessor activities; 2) providing access to space for assessment and testing, if required; and 3) implementing corrective measures required by the Contracting Officer.

E. The Lessor shall provide to the Government material safety data sheets (MSDS) upon request for the following products prior to their use during the term of the lease: adhesives, caulking, sealants, insulating materials, fireproofing or firestopping materials, paints, carpets, floor and wall patching or leveling materials, lubricants, clear finish for wood surfaces, janitorial cleaning products, pesticides, rodenticides, and herbicides. The Government reserves the right to review such products used by the Lessor within 1) the Government-demised area; 2) common building areas; 3) ventilation systems and zones serving the leased space; and 4) the area above suspended ceilings and engineering space in the same ventilation zone as the leased space.

8.8. RADON IN AIR (SEP 2000)

If space planned for occupancy by the Government is on the second floor above grade or lower, the Lessor shall, prior to occupancy, test the leased space for 2 days to 3 days using charcoal canisters or electret ion chambers to ensure that radon in air levels are below EPA's action concentration of 4 picoCuries per liter. After the initial testing, a follow-up test for a minimum of 90 days using alpha track detectors or electret ion chambers shall be completed.

8.9. RADON IN WATER (SEP 2000)

A. The Lessor shall demonstrate that water provided in the leased space is in compliance with EPA requirements and shall submit certification to the Contracting Officer prior to the Government occupying the space.

B. If the EPA action level is reached or exceeded, the Lessor shall institute appropriate abatement methods which reduce the radon levels to below this action level.

8.10. HAZARDOUS MATERIALS (OCT 1996)

The leased space shall be free of hazardous materials according to applicable federal, state, and local environmental regulations.

8.11. RECYCLING (SEP 2000)

Where state and/or local law, code, or ordinance require recycling programs for the space to be provided pursuant to this SFO, the successful Offeror shall comply with such state and/or local law, code, or ordinance in accordance with GSA Form 3517, General Clauses, 552.270-8, "Compliance with Applicable Law." In all other cases, the successful Offeror shall establish a recycling program in the leased space where local markets for recovered materials exist. The Lessor agrees, upon request, to provide the Government with additional information concerning recycling programs maintained in the building and in the leased space.

8.12. OCCUPANT EMERGENCY PLANS (NOV 2005)

The Lessor is required to participate in the development and implementation of the Government Occupant Emergency Plan. The Occupant Emergency Plan shall include procedures for notification of the Lessor's building engineer or manager, building security, local emergency personnel, and GSA personnel for possible shutdown of the air-handling units.

9.0 LEASE SECURITY STANDARDS

9.1. GENERAL REQUIREMENTS (NOV 2005)

A. Overview of Lease Security Standards:

1. The Government will determine security standards for facilities and agency space requirements. Security standards will be assessed based upon tenant agency mix, size of space requirement, number of employees, use of the space, location of the facility, configuration of the site and lot, and public access into and around the facility. The Government will designate a security level from Level I to Level IV for each space requirement. The Contracting Officer (or the Contracting Officer's designated representative) will provide the security level designation as part of the space requirement. A copy of the Government's security standards is available at www.oca.gsa.gov.
2. The Contracting Officer (or the Contracting Officer's designated representative) will identify all required security standards.
3. Within 120 days of lease award, or at the time of submission of working/construction drawings, whichever is earlier, the Lessor shall provide the Government with itemized costs of the security items in this section. Additionally, the Lessor shall provide the cost per square foot of those items designated "shell" in this section as submitted in the final offer.
4. A security level designation may be determined by the individual space requirement or by the assessed, cumulative tenant agency mix within a given facility. If an Offeror is offering space in a facility currently housing a federal agency, the security level designation of the facility may be increased and the Offeror may be required to adhere to a higher security standard than other Offerors competing for the same space requirement. If two or more federal space requirements are being competed at the same time, an Offeror submitting on both or more space requirements may be subject to a higher security standard if the Offeror is determined to be the successful Offeror on more than one space requirement. It is incumbent upon the Offeror to prepare the Offeror's proposal accordingly.
5. Level I requirements have been incorporated into the paragraphs entitled, Lighting: Interior and Parking, and Doors: Hardware as part of this SFO. If this SFO is used for a Level I space requirement, the Level II lease security standards, as determined by the Government, shall become the minimum lease security standards for this requirement.

9.2. DETERRENCE TO UNAUTHORIZED ENTRY (NOV 2005)

The Lessor shall provide a level of security that reasonably prevents unauthorized entry to the space during non-duty hours and deters loitering or disruptive acts in and around the space leased. The Lessor shall ensure that security cameras and lighting are not obstructed.

9.3. ACCESS TO UTILITY AREAS (NOV 2005)

Utility areas shall be secure, and only authorized personnel shall have access.

9.4. EMERGENCY POWER TO CRITICAL SYSTEMS (TENANT IMPROVEMENT) (NOV 2005)

Emergency power backup is required for all alarm systems, CCTV monitoring devices, fire detection systems, entry control devices, lighting, etc., and special equipment, as identified elsewhere in the SFO.

9.5. MECHANICAL AREAS AND BUILDING ROOFS (NOV 2005)

A. Keyed locks, keycards, or similar security measures shall strictly control access to mechanical areas. Additional controls for access to keys, keycards, and key codes shall be strictly maintained. The Lessor shall develop and maintain accurate HVAC diagrams and HVAC system labeling within mechanical areas.

B. Roofs with HVAC systems shall also be secured. Fencing or other barriers may be required to restrict access from adjacent roofs based on a Government Building Security Assessment. Roof access shall be strictly controlled through keyed locks, keycards, or similar measures. Fire and life safety egress shall be carefully reviewed when restricting roof access.

9.6. ACCESS TO BUILDING INFORMATION (NOV 2005)

Building Information - including mechanical, electrical, vertical transport, fire and life safety, security system plans and schematics, computer automation systems, and emergency operations procedures - shall be strictly controlled. Such information shall be released to authorized personnel only, approved by the Government, preferably by the development of an access list and controlled copy numbering. The Contracting Officer may direct that the names and locations of Government tenants not be disclosed in any publicly accessed document or record. If that is the case, the Government may request that such information not be posted in the building directory.

9.7. POSTING OF GOVERNMENT RULES AND REGULATIONS (TENANT IMPROVEMENT) (NOV 2005)

The Government will post applicable Government rules and regulations at the entrance to any Government-occupied space for such things as, but not limited to, barring the unauthorized possession of firearms and dangerous weapons. The Government will coordinate with the Lessor to ensure signage is consistent with the Lessor's standards.

9.8. DEVELOPMENT, IMPLEMENTATION, AND PERIODIC REVIEW OF OCCUPANT EMERGENCY PLANS (NOV 2005)

The Lessor shall cooperate and participate in the development of an Occupant Emergency Plan (OEP) and if necessary, a supplemental Sheltering-in Place (SIP) Plan. Periodically, the Government may request that the Lessor assist in reviewing and revising the OEP and SIP plan(s).

9.9. EMERGENCY VOICE/ALARM COMMUNICATION SYSTEM (BUILDING SHELL) (NOV 2005)

The building-wide fire alarm system installed in the building shall be an emergency voice/alarm communication system. The emergency voice/alarm communication system shall be designed and installed to meet the requirements of the applicable local codes and ordinances (current as of the date of this SFO) adopted by the jurisdiction in which the building is located. The emergency voice/alarm communication system shall be capable of originating and distributing voice instructions (e.g., in the event of possible contamination of the HVAC system, blasts, etc.), as well as alert and evacuation signals pertaining to fire or other emergencies to the occupants of the building.

9.10. BUILDING SECURITY PLAN (NOV 2005)

The Offeror shall provide a Pre-Lease Building Security Plan, as attached, with the offer that addresses its compliance with the lease security standards, as described in this SFO and its attachments.

9.11. ADDITIONAL SECURITY MEASURES AS DETERMINED BY THE GOVERNMENT (NOV 2005)

The Government reserves the right, prior to the submission of final revised proposals, to require additional security measures to meet specific tenant occupancy requirements, as may be determined by the Government's building security assessment or any type of Government risk assessment evaluation of the proposed building, location, and tenant mix.

9.12. BACKGROUND SECURITY CHECKS (NOV 2005)

Background Security Checks for Contract Service Personnel:

- A. The Government will conduct background checks on contractors with routine access to Government leased space.
- B. The Lessor shall submit completed fingerprint charts and personal history statements for each employee of the Lessor as well as employees of the Lessor's contractors or subcontractors who will provide building operating services requiring routine access to the Government's leased space. The Government may also require this information for employees of the Lessor, the Lessor's contractors, or subcontractors who will be engaged to perform alterations or emergency repairs in the Government's space. For the purpose of this requirement, routine access shall be any period beyond 30 calendar days.
- C. The Contracting Officer will furnish the Lessor with Form FD 258, Fingerprint Chart, and Form 176, Statement of Personal History, to be completed by each person and returned by the Lessor to the Contracting Officer (or the Contracting Officer's designated representative) within 10 working days from receipt of the forms. Based on the information furnished, the Government will conduct security checks of the employees. The Contracting Officer will advise the Lessor in writing if an employee fails the check, and effective immediately, such employee will no longer be allowed to work or be assigned to work in the Government's space.
- D. Throughout the life of the lease, the Lessor shall provide the same data for any new employee(s), contractors, or subcontractors who will be assigned to the Government's space. In the event the Lessor's contractor/subcontractor is subsequently replaced, the new contractor/subcontractor is not required to submit another set of these forms for employees who were cleared through this process while employed by the former contractor/subcontractor. The Lessor shall resubmit Form FD 258 and Form 176 for every employee covered by this paragraph on a 3 year basis.

9.13. ENTRY SECURITY: PUBLIC LOBBIES/ENTRANCES/EXITS (NOV 2005)

- A. The Lessor shall permit Government security control over all public areas and building entry points, including adjacent surface parking, underground parking, and structures under the building owner's control. The Government will have the right to inspect at point of entry and in the public space. This right also includes the right to deny access and to remove persons and vehicles from the premises.
- B. Security guards, provided by the Government, are required for public lobbies and public entrances. The Lessor shall provide space for and facilitate the provision of such guard service. Wherever security equipment is required, armed guards must staff the equipment. The Government shall determine the adequacy of existing security equipment (magnetometers and x-ray) as part of the Government's building security assessment. The Government will provide any additional security equipment required. The number of guards required will be based on the Government's building security assessment and will correspond to the lobbies, entrances, and exits designed for use during regular, daily business-hours. Visitor control and screening applies throughout the facility, including loading docks, underground garages, and parking area entrances.

9.14. ENTRY SECURITY: SECURITY GUARDS (NOV 2005)

Security guards, provided by the Government and stationed at public lobbies and public entrances/exits, are required for such purposes as, ID/pass control, and staffing x-ray and magnetometer equipment. The number of security guards required will be based on the Government's building security assessment, which will address the quantity and location of security equipment as required below. Appropriate lobby and entrance/exit space shall be made available for this purpose.

9.15. ENTRY SECURITY: X-RAY AND MAGNETOMETER AT PUBLIC ENTRANCES (NOV 2005)

Magnetometers and X-ray machines are required at public entrances and will be provided, operated, and maintained by the Government. Armed security guards, provided by the Government, will direct the building occupants and visitors through the screening equipment. Appropriate lobby and entrance/exit space shall be made available for this purpose.

9.16. ENTRY SECURITY: X-RAY SCREENING OF ALL MAIL, PACKAGES, AND SHIPMENTS (NOV 2005)

All mail and packages entering the building will be subject to x-ray screening or visual inspection by armed security guards provided by the Government. Appropriate space shall be made available for this purpose at the point(s) of entry to the building. The Government reserves the right to negotiate security enhancements necessary for securing any unsecured non-federal block of space with a separate entrance (e.g., ground floor retail) based on the Government's building security assessment.

9.17. ENTRY SECURITY: TRUCK SHIPMENTS (NOV 2005)

When the Government will occupy the building in its entirety, or nearly so (approx. 90 percent or greater), the Government will have the right to divert truck shipments to a secondary location for screening purposes.

9.18. ENTRY SECURITY: INTRUSION DETECTION SYSTEM WITH CENTRAL MONITORING CAPABILITY (NOV 2005)

The Lessor shall permit installation of a perimeter Intrusion Detection System (IDS) to be operated and maintained by the Government.

9.19. ENTRY SECURITY: PEEPHOLES (TENANT IMPROVEMENT) (NOV 2005)

The Lessor shall provide and install peepholes in all doors to the Government-occupied space as an effective visual recognition system for small offices. This system shall comply with the Architectural Barriers Act, section F230.1.

9.20. ENTRY SECURITY: INTERCOM (TENANT IMPROVEMENT) (NOV 2005)

The Lessor shall provide and install an intercom system to be used in conjunction with the peephole system. This system shall comply with the Architectural Barriers Act, section F230.0.

9.21. ENTRY SECURITY: ENTRY CONTROL WITH CCTV AND DOOR STRIKES (TENANT IMPROVEMENT) (NOV 2005)

The Lessor shall provide and install an entry control system that will allow employees to view and communicate remotely with visitors before allowing access. This system shall comply with the Architectural Barriers Act, section F230.0.

9.22. OCCUPANT/VISITOR SCREENING: PHOTO IDENTIFICATION (NOV 2005)

The Government requires acceptable Government-issued photo ID for all building occupants upon entry to the building. The Lessor shall notify non-Government tenants of this requirement and assist those tenants in obtaining acceptable ID as necessary.

9.23. OCCUPANT/VISITOR SCREENING: VISITOR CONTROL/SCREENING SYSTEM (NOV 2005)

A. All visitors to the building shall be required to sign in with a receptionist or guard, display a formal identification/badge, and/or require an escort. The Lessor shall permit a staffed station or stations. Public entrances and lobby space shall be made available for visitor control and screening equipment.

B. Visitor control and screening is required throughout the facility as determined by the Government's building security assessment. Underground garages and parking area entrances are also subject to visitor controls and screening.

9.24. SECURE HVAC: OUTDOOR AIR INTAKES (BUILDING SHELL) (NOV 2005)

A. The outdoor air intakes shall be located on a secure roof or high sidewall and not within 30 feet of the loading dock; otherwise the Lessor shall either relocate, extend, or secure intakes as described below:

1. Outdoor air intakes shall be relocated. The lowest edge of the outdoor air intakes shall be placed 40 feet, 0 inches above grade and not less than 30 feet, 0 inches from the loading dock. Access shall be locked and secured, if feasible. For increased visibility of suspicious items, moat areas and other ground level areas surrounding outside air intakes shall be completely free of trash, debris or any other matter.

2. Outdoor air intakes shall be extended. If relocation is not feasible, as approved by the Government, intake extensions shall be constructed without creating adverse effects on HVAC performance. The higher the extensions, the better, as long as other design constraints (excessive pressure loss, dynamic and static loads on structure) are considered. An extension height of 40 feet, 0 inches is required unless adverse effects on HVAC performance can be demonstrated. The entrance to the intake shall be covered with a sloped metal mesh to reduce the threat of objects being tossed in the intake. A minimum slope of 45 degrees may be required. Extension height shall be increased where existing platforms or building features (e.g., loading docks, retaining walls) might provide access to the outdoor air intakes.

3. A security zone around outdoor air intakes shall be established. When outdoor air intakes are publicly accessible and relocation or physical extensions are not viable options or are cost prohibitive, perimeter barriers that prevent public access to outdoor air intake areas shall be required based on the Government's building security assessment. Iron fencing or similar see-through barriers may be required. The restricted area shall also include an open buffer zone between the public areas and the intake louvers. The Government will have the right to monitor the buffer zone by physical security and/or closed circuit television (CCTV). Security lighting or intrusion detection sensors are required and shall be provided and installed by the Lessor.

9.25. SECURE HVAC: DEDICATED HVAC FOR LOBBIES, MAILROOMS, AND LOADING DOCKS (BUILDING SHELL) (NOV 2005)

To prevent widespread dispersion of a contaminant released within lobbies, mailrooms, and loading docks, the associated HVAC systems shall be isolated and the areas maintained by a dedicated exhaust system at a negative pressure relative to the rest of the building, but at a positive pressure relative to the outdoors. Physical isolation of these areas (well-sealed floor to roof-deck walls, sealed wall penetrations) is critical to maintaining the pressure differential and requires special attention to ensure airtight boundaries between these areas and adjacent spaces. A qualified HVAC professional can assist in determining if the recommended isolation is feasible for a given building. A modification to an existing system will likely require a re-evaluation of the existing HVAC system as well as potentially involving architectural and/or structural changes to the building. Any re-engineering of HVAC systems shall be estimated and costs identified to the Contracting Officer before beginning any proposed alterations. In addition, lobbies, mailrooms, and loading docks shall not share a return-air system. The Lessor shall provide lobby, mailroom, and loading dock ventilation systems' outside air intakes and exhausts with low leakage, fast acting, isolation dampers that can be closed to isolate their systems. Dedicated HVAC will be required for mailrooms only when the Government specifically requires a centrally operated mailroom. Non-Government building tenants may share the mailroom. Where possible, the mailroom shall be adjacent to the loading dock to prevent the possible contamination of additional areas within the building. Any mailroom or area where mail is received and sorted, shall have posted the telephone numbers of the Lessor/Owner's building manager/engineer and local emergency personnel for emergency notification. Mailrooms shall also have posted a copy of the general precautions for mail handling.

9.26. SECURE HVAC: AIRBORNE HAZARDS (NOV 2005)

Air-handling units shall be able to be shut down in response to a threat. Procedures shall be in place for notification of the Lessors building engineer or manager, building security guard desk, local emergency personnel, GSA personnel, and Contracting Officer for possible shut-down of the air handling units serving the mailroom and/or any other possibly affected areas of the building to minimize contamination, as deemed appropriate to the hazard.

9.27. SECURE HVAC: SECURE RETURN-AIR GRILLES (BUILDING SHELL) (NOV 2005)

The Lessor shall secure return-air grilles in public lobbies. Protection measures shall not adversely affect performance of the building's HVAC system. Return air-grille protective measures include 1) relocating return-air grilles to inaccessible, yet observable locations, 2) increasing security presence (human or CCTV) near vulnerable return-air grilles, 3) directing public access away from return-air grilles, and 4) removing furniture and visual obstructions from areas near air grilles.

9.28. PARKING SECURITY REQUIREMENTS (NOV 2005)

A. Control of Parking Areas:

The Lessor shall permit Government security control over all parking areas, surface or structured. Security control will include the right to inspect at points of entry, the right to deny access, and the right to remove vehicles from the premises. The Lessor shall provide a vehicle pass/ID system for contract/monthly parkers, acceptable to the Government.

B. Accessibility to Official Government Vehicles:

Public accessibility to official Government vehicles shall be limited through fencing or other means.

C. Identification of Parking Areas:

Government parking areas or spaces shall be assigned and marked as "reserved."

D. Inspection of Parking Areas:

The Government reserves the right at all times, to inspect the parking premises, all vehicles therein, and to remove vehicles from the premises.

E. Post Signs and Arrange for Towing of Unauthorized Vehicles: TENANT IMPROVEMENT

Signage shall be provided by the Lessor, acceptable to the Government, to alert parking patrons of inspection and towing policies. Signage shall advise that the removal of unauthorized vehicles can be expected.

F. ID System and Procedures for Authorized Parking: TENANT IMPROVEMENT

An ID system for authorized parking shall be provided by the Lessor, acceptable to the Government, for identification of vehicles and corresponding parking spaces (placard, decal, card key, etc.).

9.29. CCTV MONITORING: CCTV SURVEILLANCE CAMERAS WITH TIME LAPSE VIDEO RECORDING (NOV 2005)

The Lessor shall permit twenty-four hour Closed Circuit Television (CCTV) coverage and recording, provided, operated, and maintained by the Government. The Government's Building Security Assessment of the building will determine the exact number of cameras and locations. Time-lapse video recordings (digital storage) are also required. The Government will centrally monitor the CCTV Surveillance. Government specifications are available from the Contracting Officer.

9.30. CCTV MONITORING: POST SIGNS ADVISING OF 24-HOUR VIDEO SURVEILLANCE (TENANT IMPROVEMENT) (NOV 2005)

When video surveillance is installed, warning signs advising of twenty-four hour surveillance shall be posted.

9.31. SHATTER-RESISTANT WINDOW PROTECTION REQUIREMENTS (NOV 2005) (BUILDING SHELL)

A. The Lessor shall provide and install wet-glazed or mechanically attached, shatter-resistant material not less than 0.18 millimeters (7 mil) thick on all exterior windows in Government-occupied space. The Offeror shall provide a description of the shatter-resistant window system in the attached "Pre-Lease Building Security Plan" for evaluation by the Government. Alternatively,

B. The Lessor shall provide certification from a licensed professional engineer that the window system conforms to a minimum glazing performance condition of "3B" for a high protection level and a low hazard level. Window systems shall be certified as prescribed by WINGARD 4.1 or later or WINLAC 4.3 software to have satisfied the specified performance condition using the test methods provided in the US General Services Administration Standard Test Method for Glazing and Window Systems Subject to Dynamic Overpressure Loadings or ASTM F1642-04 Standard Test Method for Glazing and Glazing Systems Subject to Airblast Loadings.

9.32. TEMPORARY SECURITY UPGRADE DUE TO IMMEDIATE THREAT (NOV 2005)

The Government reserves the right, at its own expense and with its own personnel, to temporarily heighten security in the building under lease during heightened security conditions due to emergency situations such as terrorist attacks, natural disaster, and civil unrest.

10.0 SPECIAL REQUIREMENTS FOR U.S. IMMIGRATION & CUSTOMS ENFORCEMENT (ICE)

10.1. TI ALLOWANCE FOR U.S. IMMIGRATION & CUSTOMS ENFORCEMENT (ICE)

The TI Allowance is \$42.13

10.2. SQUARE FEET REQUIREMENTS FOR U.S. IMMIGRATION & CUSTOMS ENFORCEMENT (ICE)

The rentable square feet requested is 26,590 sq ft.

The maximum square feet requested is 23,122 sq ft.

The minimum square feet requested is 20,106 sq ft.

10.3. PARKING SPACES REQUIREMENT FOR U.S. IMMIGRATION & CUSTOMS ENFORCEMENT (ICE)

The parking requirements are as follows:

Requested structured parking square feet: 23

Requested surface parking square feet: 23, if not available in a structure

Requested total on site parking is 23 spaces

11.0/APPENDIX

FORM B - SENSITIVE BUT UNCLASSIFIED DOCUMENT NOTICE TO PROSPECTIVE BIDDERS OR OFFERORS.DOC
FORM 1217 LESSOR ANNUAL COST.DOC
FLS PRELEASE CHECKLIST (LOW RISE).DOC
SEISMIC CERTIFICATION - NEW BUILDING.DOC
PRE-LEASE BUILDING SECURITY PLAN.DOC
FORM 3517B GENERAL CLAUSES.DOC
FORM 3518 REPRESENTATIONS & CERTIFICATIONS.DOC
FORM 3516A SOLICITATION PROVISIONS.DOC
FORM 1364 PROPOSAL TO LEASE SPACE.DOC
SPECIAL REQUIREMENTS ATTACHMENT.DOC, Attachments 1 through 5

SPACE LOCATION DESCRIPTION FOR
IMMIGRATION AND CUSTOMS ENFORCEMENT
DETENTION AND REMOVAL OFFICE
AND
OFFICE OF INVESTIGATION
PROVIDENCE, RHODE ISLAND

PRIMARY OFFICE SPACE**TOTAL 3,945 SF**

(Includes 1095 SF Circulation Space)

Private offices, semi-private office, and open spaces are to meet General Services Administration (GSA) standard requirement for painted walls, carpet, and lighting. In addition, primary office shall include building standard solid core wood or hollow core metal doors with metal door frames of equal strength as that of the door, standard key locking devices with cylinder locks, cores and hardware unless otherwise specified. Keyed locks shall be keyed separate from the building master key system. All electrical outlets are to meet National Electrical Code (NEC) commercial grade requirements for 20-amp circuit unless otherwise specified. A minimum Sound Transmission Coefficient of 40 (STC-40) is required in partitioning, ceilings, doors and penetrations, unless otherwise noted. Lighting shall be 50 foot-candles for work surfaces and 30 foot-candles for general use.

OFFICE SUPPORT SPACE**TOTAL 15,742 SF**

(Includes 3,253 SF Circulation Space)

The following areas are to meet General Services Administration (GSA) standard requirement for painted walls, carpet, lighting, and building standard solid core wood or hollow core metal doors with metal door frames unless otherwise noted in requirements for specified areas. All electrical outlets are to meet National Electrical Code (NEC) commercial grade requirements for 20-amp circuit unless otherwise specified. A minimum Sound Transmission Coefficient of 40 (STC-40) is required unless otherwise noted in requirements for specified areas. Lighting shall be 50 foot-candles for work surfaces and 30 foot-candles for general use.

RECEPTION, ADMINISTRATIVE**TOTAL 112 SF**

(Common Function Space # 1)

Used for receiving visitors into the individual program area of the District Office or Sub-office.

Adjacency will be next to primary office space.

Gypsum board will run floor to ceiling and painted to GSA standard requirements. Ceiling shall consist of acoustical mineral fiber panels laid in grid. Flooring shall be GSA standard grade 36-oz carpet requirements.

A twelve (12) square foot pass through window with speaker disk shall be installed. An eight (8) inch plastic laminate shelf shall be installed below the pass-through on each side. The height of the base of the glass portion of the windows and shelf shall meet the American with Disabilities Act (ADA) requirements.

The door connecting the reception room with the adjacent ICE space shall be a solid core wood door with pneumatic closure and electric strike plate mounted in a hollow metal frame. The door

hardware is to be remote controlled electronic lock with a push button release between secretary and reception. Doorstops, closure, and silencers shall be included.

Both the entry door and the connecting door require automatic closures, silencers, and stops.

Furnish and install one (1) doorbell near the main office entry door or near the transaction window. Install a chime in the main office area that will sound when the doorbell is depressed. The exact location of the chime will be determined at the time of layout of the local office.

A minimum Sound Transmission Coefficient of 40 (STC-40) is required in the secure reception area.

Lighting shall be 50 foot-candles for work surfaces and 30 foot-candles for general areas.

Heat and smoke sensing devices will be tied into the building's fire alarm system.

Furniture installed in this space shall be freestanding with quality and quantities decided at furniture layout.

COPIER / STORAGE

TOTAL 405 SF

(Common Function Space # 3)

Copy room is required for photocopier, facsimile machines, shredders, and the storage of paper, toner cartridges, and recycling bins. Copy room may be either enclosed or open space depending on the user.

The copier room consists of ceiling high gypsum board partitions painted to GSA standard requirements. Partitions, ceiling, doors, and penetrations shall meet Sound Transmission Coefficient of 40 (STC-40) or better. The floor covering shall be standard grade vinyl composition tile. The ceiling shall consist of acoustical mineral fiber panels laid in grid.

All doors entering the conference/training area shall be solid core wood doors installed in hollow metal frames. Door hardware includes; doorstops, closures, silencers, and standard commercial grade mortised lockset that complies with ADA requirements.

This is a multi-use area for placement of; copier, facsimile, paper shredder, and any other office machine that needs to be centrally located for general use by ICE personnel. At least one (1) 220V, 20-amp dedicated outlet will be needed for the copier. The exact number of additional outlets needed for these pieces of equipment shall be determined during layout design.

Lighting shall be 50 foot-candles for work surfaces and 30 foot-candles for general areas.

STORAGE

TOTAL 2,658 SF

(Common Function Space # 4)

Determine types and quantities of filing equipment, and multiply the appropriate square footage allowance by the number of items, and then add twenty-percent (20%) for future growth.

The following list is the number of requested storage units for this project:

Bookcases, 36-inch width	33
File cases, vertical	77
File cases, lateral	33
Safe	03
Storage Cabinet	04

File room/areas should be placed near the building's core or in a location that will not require extra floor supports. If necessary, create two separate filing room/areas to accommodate the floor loading and eliminate the file concentration. The floor must be capable of supporting a minimum live load of 150-pounds per square-foot where storage components are being used.

COMMON REQUIREMENTS FOR SECURE AREAS

Where required, internal hard-line wall construction shall be necessary to segregate restricted areas such, but not limited to, secure vestibules, walls separating other tenants, corridors, and entrances to restrict access. Wall construction will be dependent upon the security survey's threat level associated with the facility.

Interior slab-to-slab construction may consist of gypsum board or concrete wall types. Gypsum board slab-to-slab walls may be single or double layer gypsum board. Slab-to-slab walls may also be constructed of an inner layer of 9-gauge expanded metal with gypsum board finish surface. Concrete wall types used for security construction may be concrete masonry units (CMU), concrete filled CMU, formed concrete with or without reinforcement.

Expanded metal may be used in place of solid building materials in a plenum air return ceiling. If it is not practical or feasible, such as in a classified file or hold room, for the ceiling to extend to the true ceiling slab, the finish ceiling will be constructed equal to the walls.

All windows that are barriers to public space will be installed in slab-to-slab partition and Either be non-movable (fixed pane) or have locking devices. Windows must meet ASTM F 1233.93 Class III, or latest edition, for force entry protection.

Any security door requiring a lock shall be 13/4-inch thick, solid core wood or 16-gauge hollow metal, and have a pneumatic door closure. The access door shall have non-removable hinge pins or locking pins on the edge of the door that lock into the frame of out swinging doors. A control portal lock; a mechanical push button, electronic stand-alone, or card reader access control portal lock shall provide access to this security door.

All questions regarding; slab-to-slab wall construction, access to secure areas, or Intrusion Detective Systems (IDS) or devices shall be referred to Federal Protective Service Regional Security Officer.

SUPPLY ROOM

TOTAL 140 SF

(Common Function Space # 5)

Required for the storage and distribution of supplies used in the daily operation of the office.

This room shall be constructed to meet GSA office standards. Wall shall be slab-to-slab or some other method of securing space. Floor covering shall be standard grade, vinyl composition tile. Ceiling shall consist of acoustical mineral fiber panels laid in grid. Solid core wood door or double wide hollow core metal doors with flush bolts top and bottom with pneumatic closure shall be used. Door hardware shall be commercial grade mortised lockset. Doorstops, closures, and silencers shall be included.

Security shall include Passive Infrared (PIR) Sensor, quantity and position to be determined during layout design.

Furniture and racking installed in this space shall be freestanding with quality and quantities decided at furniture layout.

SUPPORT WORKSTATION

TOTAL 350 SF

(Common Function Space # 6)

A shared workstation used for a variety of equipment, such as fax and printers, etc. Can be used as a temporary workstation for personnel or in areas such as Law Library, file rooms, etc.

The support workstation is usually included as part of the office system furniture at most locations. When used as a stand-alone office this space shall be enclosed by ceiling high partitions. Partitions, ceiling, doors, and penetrations, etc shall meet a Sound Transmission Class (STC-40) or better. Install standard GSA 26-ounce carpet. Ceiling shall consist of acoustical mineral fiber material in grid panels. Gypsum board will run floor to ceiling and painted to GSA standard requirements. Solid core wood door with commercial grade, single lever action passage set hardware. Doorstops, closers, and silencers shall be included.

Furniture installed in this space shall be freestanding with quality and quantities decided at furniture layout.

COMPUTER STORAGE

TOTAL 280 SF

(Common Function Space # 7)

Required space for storage of computer equipment (diskettes, computer paper, printer ribbons, toner cartridges, and spare computer peripherals).

Wall construction shall be slab-to-slab with expanded metal interlayer or some other method of securing space. Floor covering shall be standard grade, vinyl composition tile. Ceiling shall consist of acoustical mineral fiber panels laid in grid. Solid core wood door with pneumatic door closure set in hollow metal frame. Door hardware shall be mechanical, stand-alone electronic or card reader access control lock. Doorstops, closure, and silencers shall be included.

Government provided furniture in this space shall be freestanding with quality and quantities decided at layout.

Security shall include Passive Infrared (PIR) Sensor, quantity and position to be determined during layout design.

A-FILES

TOTAL 238 SF

(Common Function Space # 9)

Required for records and information, litigation filing room.

Wall construction shall be slab-to-slab with finish per GSA standards. Floor covering shall be standard grade, vinyl composition tile, and floor must support a minimum of 150-pounds/square feet of floor load. Sound Transmission Coefficient (STC) of 45 specifications shall extend to the finish ceiling unless noted otherwise in these requirements. Ceiling shall consist of acoustical mineral fiber panels laid in grid, with minimum ceiling clearance of nine-feet. Solid core wood door with pneumatic door closure set in hollow metal frame. Door hardware shall be mortised lockset, commercial grade. Doorstops, closure, and silencers shall be included as required.

Government provided furniture in this space shall be freestanding with quality and quantities decided at layout.

PUBLIC WAITING ROOM

TOTAL 300 SF

(Common Function Space # 10)

Space required for public waiting on services.

Ceiling high partitions with semi-rigid vinyl/acrylic alloy wall covering shall enclose this space. Floor covering shall be standard grade, vinyl composition tile. Ceiling shall consist of acoustical mineral fiber material in grid panels. Separately zoned HVAC with supplemental heating, air conditioning, and ventilation shall be provided to accommodate maximum occupancy for the space.

Government provided cable television antenna jacks (if cable is available). Dimmer switch for fluorescent lighting and eyeball incandescent lighting on shall be on separate switches. Public Announcement System with loud speakers.

Doors entering the waiting room will be glass store front doors with aluminum frames. Door hardware shall be standard commercial grade mortised locksets with flush bolt at inactive leaf on the top and bottom. Push/Pull, closures, and silencers shall be included.

Blocking in walls shall be installed to accommodate Government provided marker board, and projection screen. Chair rails shall be installed on walls.

Furniture installed in this space shall be freestanding with quality and quantities decided at furniture layout.

Security shall include Passive Infrared (PIR) Sensor, quantity and position to be determined during layout design.

TECHNICAL EQUIPMENT ROOM

TOTAL 960 SF

(Common Function Space # 19)

Walls shall be slab-to-slab or other secure method with finish per GSA standards. Floor covering shall be standard grade vinyl composition tile. Ceiling shall consist of acoustical mineral fiber material in grid panels. These rooms, partitions, ceiling, door, and penetrations, etc. shall meet a minimum sound coefficient of 40 (STC 40).

The lock for the solid core wood door shall be mechanical push button, electronic stand-alone or card reader access control portal lock. Doors shall be hollow metal with pneumatic closer and set in hollow metal frame. Doorstops, closers, and silencers shall be included.

Government shall furnish and install a workbench measuring approximately 72 inches long by 30 inches deep by 32 inches high as a minimum. Furnish and install 72-inch multi-outlet assembly with ten electrical outlets spaced on 6-inch centers above the bench on a dedicated 110v, 20amp electrical circuit as a minimum. Workbench area shall be supplied with overhead, recessed fluorescent lighting to provide at least 50-foot candles at task level. This room shall be wired to the perimeter alarm system. Additional freestanding furniture as indicated on floor plans at furniture layout.

Lighting shall 50 foot-candles for work surfaces and 30 foot-candles for general use.

PROPERTY STORAGE (DETAINEE)

TOTAL 48 SF

(Common Function Space # 20)

Used for storage of detainee personal property.

Construction is typical and common requirements for secured areas.

Ceiling high partitions painted to standard GSA requirements shall enclose this room. Adjacency shall be next to Alien Processing room.

All walls separating the secure Alien Property Storage room from any adjacent space and any neighboring office space shall be slab-to-slab partitions with 9-gauge diamond mesh (1 ½ inches by 2 ½ inches maximum) expanded metal securely fastened to the studs. Gypsum board will run floor to ceiling and painted to GSA standards. Floor covering shall be standard grade composition vinyl tile. Ceiling shall consist of acoustical mineral fiber panels laid in grid.

Furnish and install metal storage shelving units along two walls. Lockable open wire mesh baskets of dimensions to fit shelving height and depth shall be provided.

The lock for the solid core wood door shall be mechanical push button, electronic stand-alone, or card reader access control portal lock.

MULTIPURPOSE ROOM

TOTAL 720 SF

(Common Function Space # 21)

Used by the Investigations Division for planning large apprehensions of illegal aliens, alien smuggling rings, etc. Also used by the Detention and Removal department for planning and training. Multipurpose Enforcement Room should be adjacent to Investigations and Detention. If possible, Investigation and Detention are to be located on same floor with the Multipurpose Enforcement Room between them.

Partitions, ceiling, doors, and penetrations, etc shall meet a Sound Transmission Class (STC-45) or better. Install standard GSA 26-ounce carpet. Ceiling shall consist of acoustical mineral fiber material in grid panels. Separately zoned HVAC with thermostat, supplemental heating, air conditioning, and ventilation shall be provided to accommodate maximum occupancy for the space.

Provide cable television antenna jacks (if cable is available) and telephone / data outlets per direction of ICE at time of layout. Install ceiling speakers for AV system. Exact quantity of speakers, locations, and AV system equipment shall be determined during layout design.

All doors entering the conference / training area shall be solid core wood doors with pneumatic door closure and installed in hollow metal frames. Door hardware shall be mechanical pushbutton, electronic stand alone or card reader access control portal lock. Doorstops, closures, and silencers shall be included.

Blocking in walls shall be installed to accommodate Government provided marker board, and projection screen. Chair rails shall be installed on walls.
Separately zoned HVAC with thermostat.

Stu-III equipment dedicated phone/fax line.

Security shall include Passive Infrared (PIR) Sensor, quantity and position to be determined during layout design.

Furniture installed in this space shall be freestanding with quality and quantities decided at furniture layout.

RECEPTION

TOTAL 700 SF

(Common Function Space # 22)

This space shall be enclosed by ceiling high partitions. Partitions, ceiling, doors, and penetrations, etc shall meet a Sound Transmission Class (STC-45) or better. Install standard GSA 26-ounce carpet. Ceiling shall consist of acoustical mineral fiber material in grid panels.

AV system equipment shall be determined during layout design to include A-phone. A 12-square foot (min) document pass through window with 8-inch plastic laminate shelf on each side.

All doors entering the reception area shall be solid core wood doors installed in hollow metal frames. Door hardware shall be Electronic Lock with Pushbutton. Doorstops, closures, and silencers shall be included as required.

Furniture installed in this space shall be freestanding with quality and quantities decided at furniture layout.

Security shall include Passive Infrared (PIR) Sensor, quantity and position to be determined during layout design.

INTERVIEW / TELECONFERENCE ROOM

TOTAL 975 SF

(Common Function Space # 24)

The doors leading from the Interview / Teleconference Room into ICE office space shall be solid core wood doors with metal frames and non-removable (e.g. welded) steel hinge pins. The locks shall be lever operated, passage locks. Install sidelight adjacent to door constructed of up to twenty (20) square feet of quarter-inch (1/4) tempered glass installed in two-inch stainless metal frame with welded corners. Sidelight to include adjustable window blinds.

Ceiling high partitions, painted to GSA standard shall enclose these rooms; the partitions, ceiling, doors, and penetrations shall meet Sound Transmission Coefficient of 45 (STC-45) or better. The flooring shall be GSA standard grade 26-oz carpet requirements.

Adequate power drops for consensual monitoring equipment, including appropriate number of outlets (minimum of two (2) duplex outlets) for teleconferencing equipment is required. Telephone jacks are required.

Furniture installed in this space shall be freestanding with quality and quantities decided at furniture layout.

PHYSICAL FITNESS ROOM

TOTAL 360 SF

(Common Function Space # 26)

Joint use space required for training.

Ceiling high partitions, painted to GSA specifications, shall enclose this space. Partitions, ceiling, doors, and penetrations, etc shall meet a Sound Transmission Class (STC-45) or better. Install standard GSA 26-ounce carpet. Ceiling shall consist of acoustical mineral fiber material in grid panels. Separately zoned HVAC with supplemental heating, air conditioning, and ventilation shall be provided to accommodate maximum occupancy for the space.

Doors shall be solid core wood doors installed in hollow metal frames. Door hardware shall be Keyless entry, doorstops, closures, and silencers shall be included as specified or required.

Furniture and equipment installed in this space shall be freestanding with quality and quantities decided at furniture layout.

MAIL ROOM

TOTAL 112 SF

(Common Function Space # 27)

Mail Room is used for collection and distribution of mail throughout the office.

This room shall be constructed to meet GSA office standards. Walls shall be 9-gauge expanded metal mesh, slab-to-slab with gypsum board installed over mesh. Partition, ceiling, doors, and penetrations shall meet a Sound Transmission Coefficient of 45 (STC-45) or better. The door shall be a Dutch door when using a dedicated mailroom staff. The Dutch door will have a shelf attached to the lower portion of the door and flush mounted dead bolt hardware affixed to upper half of door. A solid core wood door with pneumatic closure shall be used when mail/copy room combination is being used. A control portal lock; a mechanical push button, electronic stand-alone, or card reader access control portal lock shall provide access to this security door. Doorstops, pneumatic closure, and silencers shall be included. The ceiling shall consist of acoustical mineral fiber panels laid in grid.

Mailroom security shall include Passive Infrared (PIR) Sensor, quantity and position to be determined during layout design.

Lighting shall be 50 foot-candles for work surfaces and 30 foot-candles for general areas.

Furniture is to be provided by the Government.

Furnish and install the first countertop at sitting height, about twenty-eight (28) inches above the finish floor. The countertop shall be covered with plastic laminate, measuring approximately ten (10) linear feet in length and twenty-four (24) inches wide, along one wall.

Furnish and install a second countertop, thirty-eight (38) inches above the finish floor. The countertop shall be covered with plastic laminate, measuring approximately five (5) to six (6) linear feet in length and twenty-four (24) inches wide, along one wall for mail sorting. Electrical outlets shall be installed above this countertop to supply power to; a postage meter, a postal scale, and other office equipment. Additional mailroom furniture will be addressed at furniture layout.

PHOTO/ID/PROCESSING

TOTAL 860 SF

(Common Function Space # 29)

Used for searching, fingerprinting, and processing apprehended illegal aliens before they are placed in a Hold Room. It must be adjacent to the hold rooms, Detention and Deportation Unit, and Investigations Unit and separate secured access away from public areas.

Construction is typical for hold room specifications (Appendix D) with adjacency next to hold rooms. Refer to Appendix D for correct construction for existing facility condition. Floor covering shall be standard grade composition vinyl tile. This room shall house the ICE fingerprinting area.

Ceilings shall meet hold room standards and be constructed of 14-gauge steel plates with internal stiffeners or metal pan, fire rated, sound deadened, vandal proof factory proof. Where ducts, registers, and other openings greater than 96 sq inches penetrate the secure area, they shall be

equipped with a screen constructed of 9-gauge expanded steel mesh securely bolted or riveted to the sides of the openings.

Door frames shall be fabricated from 14 gauge welded steel and have an integral stop and trim. All corners shall be mitered and welded. Fabricate with concealed stiffeners, reinforcement, and edge channels. All exposed fasteners shall have countersunk, vandal-proof heads. Provide three silencers on strike jamb of the frame. Locate three wall anchors per jamb at hinge and strike levels. Grout frame solid.

Doors shall be detention hollow metal 2 inches thick in flush panel design. It shall be mortised, reinforced, drilled, and tapped to receive mortise hardware. Doors shall be 14 gauge steel, mitered, reinforced with channels face-welded, and ground smooth at the corners. Provide institutional, full mortised hinges, with tamper-resistant fasteners and non-removable pins. Provide floor stops where wall mounting is not available. Door vision panel shall be polycarbonate laminate, glass-clad polycarbonate, or all-glass laminate, as approved. Either square centered 4'-10" AFF. Glazing stop on door shall be secured with tamper-resistant screws. Door swing shall be out.

Detention hardware is required. Lock shall be detention dead latch, heavy duty, jamb mounted with mogul key on one side. Deadlocks in both locked and unlocked position. Include lock mounting plates, escutcheons, and mortise strike with cover. The 1/8-inch removable steel cover plate over the lock cutout shall be surface-mounted with security screws. At specific locations, detention officials may request similar locks keyed both sides; electric locks with key override, or other features. No closers or self-closing hinges on processing room doors. Closers are required on doors to a secure perimeter.

Heat and smoke sensing devices will be tied into the building's fire alarm system.

Furnish and install a cabinet / stainless steel sink combination unit to be used for fingerprinting. This cabinet shall be approximately 60 inches long, 24 inches deep, and 38 inches high, with an internal shelf. Cabinet top, edges, and backsplash shall be covered with plastic laminate. All other surfaces shall be painted or stained to harmonize with the décor according to GSA standard requirements. This cabinet shall be equipped with drawers and shelves for storing supplies. Furnish and install matching upper cabinet's 18 inches above the base cabinet approximately 30 inches high and 13 inches deep with two internal shelves. Length of upper cabinet's shall match that of the base cabinet.

SECURITY SCREENING

TOTAL 336 SF

(Common Function Space # 34)

This space shall be enclosed by ceiling high partitions and painted to GSA standards. Flooring shall be standard grade vinyl composition tile. Ceiling shall consist of acoustical mineral fiber material in grid panels.

There shall be clear vision barrier on egress side between public entrance and public exit.

EXECUTIVE/ADMINISTRATIVE CONFERENCE ROOM

TOTAL 000 SF

(Administrative Support Space # S-1)

Adjacency should be within the District Director's suite. Director suite should have a separately zoned HVAC with thermostat.

This space shall be enclosed by ceiling high partitions. Partitions, ceiling, doors, and penetrations, etc shall meet a Sound Transmission Class (STC-45) or better. Install standard GSA 26-ounce carpet. Ceiling shall consist of acoustical mineral fiber material in grid panels.

Separately zoned HVAC with supplemental heating, air conditioning, and ventilation shall be provided to accommodate maximum occupancy for the space.

Provide cable television antenna jacks (if cable is available) and telephone / data outlets per direction of ICE at time of layout. Install ceiling speakers for AV system. Exact quantity of speakers, locations, and AV system equipment shall be determined during layout design. Dimmer switch for fluorescent lighting and eyeball incandescent lighting on shall be on separate switches. Install a minimum of 8 NEC rated electrical duplex outlets per room.

All doors entering the conference / training area shall be solid core wood doors installed in hollow metal frames. Door hardware shall be standard commercial grade mortised locksets with 1-inch deadbolt throws. Doorstops, closers, and silencers shall be included.

Blocking in walls shall be installed to accommodate Government provided marker board, and projection screen. Chair rails shall be installed on walls.

Furniture installed in this space shall be freestanding with quality and quantities decided at furniture layout.

VISITORS REST ROOM

TOTAL 408 SF

(Administrative Support Space # S-3)

Public restroom, one for each gender. Construction should be designed to eliminate concealment areas for documents, drugs, weapons, or other contraband in the ceiling, walls, or receptacles.

Ceiling high partitions, ceramic tile floors and wainscoting, the top of the tile shall extend to five-feet above the finish floor. Thirteen-ounce vinyl fabric wall covering from the top of the ceramic tile to the ceiling. Ceiling shall be gypsum board, painted to GSA standards. Counters for baby changing shall be included.

Doors shall be solid core wood doors installed in hollow metal frames. Door hardware shall be Push/Pull, doorstops, closures, and silencers shall be included as specified or required.

Security shall include Passive Infrared (PIR) Sensor, quantity and position to be determined during layout design.

EVIDENCE/SECURE STORAGE

TOTAL 280 SF

(Administrative Support Space # S-4)

A secure area for the storage of evidence obtained during the investigation of illegal aliens and smuggling rings.

Construction is typical and common requirements for secured areas. All walls separating the Secure File or Storage Room from any adjacent space and any neighboring office space shall be slab-to-slab partitions with 9-gauge diamond mesh (1 ½ inches by 2 ½ inches maximum) expanded metal securely fastened to the studs slab-to-slab. Gypsum board will run floor to ceiling with finish per GSA standard requirements. Ceiling shall consist of acoustical mineral fiber panels laid in grid. Flooring shall be standard grade vinyl composition tile.

The doors shall be solid core, wood doors with hollow metal frames. Both the entry doors and the connecting doors require automatic closures, silencers, and stops. The lock for the solid core wood door that connects the secure file / grand jury / Electronic Media Storage rooms with the adjacent ICE spaces shall be mechanical pushbutton, electronic stand-alone or card reader control portal lock.

Infrared PIR sensors installed per plan.

Government furnished furniture requirements may be decided at furniture layout.

Quantity of industrial grade shelving units shall be decided at layout.

Install one (1) 220v, 20 amp dedicated duplex outlet to power a large paper shredder in appropriate storage rooms as decided at layout.

Heat and smoke sensing devices will be tied into the building's fire alarm system.

Depending upon use of storage space positive exhaust ventilation with HEPA filters will be required at some locations.

HOLD ROOM

TOTAL 672 SF

(Administrative Support Space # S-6)

Used for detaining illegal aliens on a temporary basis until they are sent to an off-site detention facility. Interview Room's, Observation Room's, Prisoner Processing Room's, and Hold Room's are to be adjacent to each other and create a secure facility.

Hold rooms will be situated in a location within the secure perimeter. Construction is typical and common requirements for secured areas.

Single-occupant hold rooms shall contain a minimum of 37 square feet (seven unencumbered square feet for the detainee, five square feet for a combination lavatory / toilet fixture, and 25 square feet for a wheelchair turnaround). Multiple occupant hold rooms shall provide an additional seven square feet of unencumbered space for each additional detainee.

Note: Unencumbered space does not include space taken by benches and tables.

Hold rooms shall be well ventilated and well lit. All activating switches / controls shall be located outside of the room, in places accessible to staff only.

Hold rooms will contain sufficient seating for the maximum room capacity. The hold room will contain no moveable furniture. Benches may be bolted to the floor or attached to the wall if the wall is of suitable construction. The benches shall provide 18" of seat space per detainee.

Bunks / cots / beds and other makeshift sleeping apparatus are not permitted inside hold rooms.

All hold rooms shall be equipped with stainless steel, combination lavatory / toilet fixtures with a modesty panels in compliance with the Americans with Disabilities Act of 1990. Consistent with the International Plumbing Code, small hold rooms (up to 14 detainees) will have one combination unit; large hold rooms (15 to 49 detainees), at least two units. Each hold room shall be provided with floor drain(s). Hold rooms do not include shower. Recess in the wall or in the toilet/lavatory combination unit to receive toilet paper roll. No separate toilet paper holder.

Hold room walls shall be escape and tamperproof, e.g. 8-inch reinforced concrete masonry unit wall. Impact-resistant, steel-studded surfaces will be also meeting the standard, especially in existing buildings that cannot support reinforced concrete. The walls shall extend and be tied into the floor / room structure above. Ceilings shall be concrete metal pan, cement plaster on metal lath or acoustic metal deck with no exposed gypsum board. Walls for new and existing conditions capable of supporting heavy load-bearing construction shall be concrete masonry units with two finish coats of polyester-epoxy paint over recommended filler and primer coats; reinforced and grouted full. For new and existing conditions capable of supporting only light load-bearing construction see Appendix D of the Space Allocation Standards.

Each hold room shall have two-inch thick, detention grade 14-gauge steel doors that swing outward. The 14-gauge steel doorframes shall also be grouted into the surrounding wall. Hardware requirements include tamper-resistant bolt locks, door-mounted with Para centric keys; jamb-mounted with mogul keys.

Door frames shall be fabricated from 14 gauge welded steel and have an integral stop and trim. All corners shall be mitered and welded. Fabricate with concealed stiffeners, reinforcement, and edge channels. All exposed fasteners shall have countersunk, vandal-proof heads. Provide three silencers on strike jamb of the frame. Locate three wall anchors per jamb at hinge and strike levels. Grout frame solid.

Doors shall be detention hollow metal 2 inches thick in flush panel design. It shall be mortised, reinforced, drilled, and tapped to receive mortise hardware. Doors shall be 14 gauge steel, mitered, reinforced with channels face-welded, and ground smooth at the corners. Provide institutional, full mortised hinges, with tamper-resistant fasteners and non-removable pins. Provide floor stops where wall mounting is not available. Door vision panel shall be polycarbonate laminate, glass-clad polycarbonate, or all-glass laminate, as approved. Either squares centered 4'-10" AFF. Glazing stop on door shall be secured with tamper-resistant screws. Door swing shall be out.

Detention hardware is required. Lock shall be detention dead latch, heavy duty, jamb mounted with mogul key on one side. Deadlocks in both locked and unlocked position. Include lock mounting plates, escutcheons, and mortise strike with cover. The 1/8-inch removable steel cover plate over the lock cutout shall be surface-mounted with security screws. At specific locations, detention officials may request similar locks keyed both sides; electric locks with key override, or other features. No closers or self-closing hinges on processing room doors. Closers are required on doors to a secure perimeter.

Maximum security, detention-type, tamper-resistant, surface mounted light fixtures controlled by a switch outside the hold room. No electrical outlets in the hold rooms.

The security sprinkler head shall be connected to the facility sprinkler system.

Signage stating maximum occupancy is required.

One telephone will be allotted for every 25 detainees.

FOOD SERVICE AREA

TOTAL 280 SF

(Administrative Support Space # S-7)

HVAC needs to accommodate exhaust fans as required in kitchen area. Plumbing requirements include; double bowl stainless steel sink with single lever faucet and garbage disposal. Electrical requirements; dedicated duplex outlets for refrigerator and microwave with ground fault interrupter circuits. All doors shall be solid core wood doors. Eight-inch of laminate base and wall cabinets, post from counter top.

SEGREGATION/JUVENILE HOLD ROOM

TOTAL 112 SF

(Administrative Support Space # S-8)

Used for detaining illegal juvenile aliens or segregation of aliens on a temporary basis until they are sent to an off-site detention facility. This room must be outside the sight and sound separation from other hold rooms. Must be located so as room is in full view for direct supervision.

Hold rooms will be situated in a location within the secure perimeter. Construction is typical and common requirements for secured areas.

Single-occupant hold rooms shall contain a minimum of 37 square feet (seven unencumbered square feet for the detainee, five square feet for a combination lavatory / toilet fixture, and 25 square feet for a wheelchair turnaround).

Hold rooms shall be well ventilated and well lit. All activating switches / controls shall be located outside of the room, in places accessible to staff only.

Hold rooms will contain sufficient seating for the maximum room capacity. The hold room will contain no moveable furniture. Benches may be bolted to the floor or attached to the wall if the wall is of suitable construction. The benches shall provide 18" of seat space per detainee.

Bunks / cots / beds and other makeshift sleeping apparatus are not permitted inside hold rooms.

All hold rooms shall be equipped with stainless steel, combination lavatory / toilet fixtures with a modesty panels in compliance with the Americans with Disabilities Act of 1990. Consistent with the International Plumbing Code, small hold rooms (up to 14 detainees) will have one combination unit; large hold rooms (15 to 49 detainees), at least two units. Each hold room shall be provided with floor drain(s). Hold rooms do not include shower. Recess in the wall or in the toilet/lavatory combination unit to receive toilet paper roll. No separate toilet paper holder.

Hold room walls shall be escape and tamperproof, e.g. 8-inch reinforced concrete masonry unit wall. Impact-resistant, steel-studded surfaces will be also meeting the standard, especially in existing buildings that cannot support reinforced concrete. The walls shall extend and be tied into the floor / room structure above. Ceilings shall be concrete metal pan, cement plaster on metal lath or acoustic metal deck with no exposed gypsum board. Walls for new and existing conditions capable of supporting heavy load-bearing construction shall be concrete masonry units with two finish coats of polyester-epoxy paint over recommended filler and primer coats; reinforced and grouted full. For new and existing conditions capable of supporting only light load-bearing construction see Appendix D of the Space Allocation Standards.

Each hold room shall have two-inch thick, detention grade 14-gauge steel doors that swing outward. The 14-gauge steel doorframes shall also be grouted into the surrounding wall. Hardware requirements include tamper-resistant bolt locks, door-mounted with Para centric keys; jamb-mounted with mogul keys.

Door frames shall be fabricated from 14 gauge welded steel and have an integral stop and trim. All corners shall be mitered and welded. Fabricate with concealed stiffeners, reinforcement, and edge channels. All exposed fasteners shall have countersunk, vandal-proof heads. Provide three silencers on strike jamb of the frame. Locate three wall anchors per jamb at hinge and strike levels. Grout frame solid.

Doors shall be detention hollow metal 2 inches thick in flush panel design. It shall be mortised, reinforced, drilled, and tapped to receive mortise hardware. Doors shall be 14 gauge steel, mitered, reinforced with channels face-welded, and ground smooth at the corners. Provide institutional, full mortised hinges, with tamper-resistant fasteners and non-removable pins. Provide floor stops where wall mounting is not available. Door vision panel shall be polycarbonate laminate, glass-clad polycarbonate, or all-glass laminate, as approved. Either squares centered 4'-10" AFF. Glazing stop on door shall be secured with tamper-resistant screws. Door swing shall be out.

Detention hardware is required. Lock shall be detention dead latch, heavy duty, jamb mounted with mogul key on one side. Deadlocks in both locked and unlocked position. Include lock mounting plates, escutcheons, and mortise strike with cover. The 1/8-inch removable steel cover plate over the lock cutout shall be surface-mounted with security screws. At specific locations, detention officials may request similar locks keyed both sides; electric locks with key override, or other features. No closers or self-closing hinges on processing room doors. Closers are required on doors to a secure perimeter.

Maximum security, detention-type, tamper-resistant, surface mounted light fixtures controlled by a switch outside the hold room. No electrical outlets in the hold rooms.

The security sprinkler head shall be connected to the facility sprinkler system.

Signage stating maximum occupancy is required.

VISITORS BOOTH

TOTAL 70 SF

(Administrative Support Space # S-10)

Per Appendix E, No-contact Visitation Area Specification

MULTIPURPOSE HEARING ROOM

TOTAL 600 SF

(Administrative Support Space # S-11)

Used for deportation hearings by the Executive Office of Immigration Review and other functions within ICE.

Adjacency shall be near Deportation unit.

Partitions, ceiling, doors, and penetrations, etc shall meet a Sound Transmission Class (STC-45) or better. Install 26-ounce, cut pile nylon carpet. Wall covering shall be GSA standard for paint. Ceiling shall consist of acoustical mineral fiber material in grid panels. Minimum of two telephone lines shall be installed.

Government provided telephone / data outlets per direction of ICE at time of layout. Install a minimum of 8 NEC rated electrical duplex outlets per room.

All doors entering the conference / training area shall be solid core wood doors installed in hollow metal frames. Door hardware shall be mechanical push button, electronic stand-alone or card reader access control portal locks. Doorstops, closures, and silencers shall be included.

Separately zoned HVAC with thermostat.

Install a mushroom type style "panic button," inside each interview room within 24" inches of an entry door, which activates a local audible/visual alarm in the main office area. A keyed-alarm cut-off switch shall be provided outside each of the interview rooms. Duress alarm should be in close proximity of judge's area in layout.

Furniture installed in this space shall be freestanding with quality and quantities decided at furniture layout.

FIRE/ARMS AMMO ROOM**TOTAL 390 SF**

(Administrative Support Space # S-12)

Used for the secure storage of weapons and ammunition used by Law Enforcement Units at the District Office or Sub-Office.

Weapon vault / ammunition storage area construction shall confirm to Appendix G Armory Standards. Weapons must be segregated from ammunition and must also be segregated by program within the weapons/ammunition storage. The vault or storage room may be subdivided to accommodate multiple storage requirements.

Walls, at a minimum, shall be constructed of 9-gauge expanded metal secured to metal studs and covered on both side with 5/8-inch gypsum board or slab-to-slab partition constructed of reinforced 8" inch masonry. Reinforcing shall be installed horizontally at 16" OC and vertically at 24" OC. All masonry shall include lintels. Where ducts, registers, and other openings greater than 96" inches penetrate the secure area, they shall be equipped with a screen constructed of 9-gauge expanded metal securely bolted or riveted to the sides of the opening. Floor covering shall be standard grade vinyl composition tile over concrete floor. If concrete floors and ceiling do not exist, install 9-gauge expanded metal to floor and ceiling. The floor exposed to view shall be a suspended ceiling. Floor load is to support a live load of 150 pounds per square foot.

The door to each programs storage area shall be equipped with a high security lock over which they have sole control of any key or access. Refer to Armory Specifications (Appendix G) for new or existing door construction. Door hardware shall be commercial grade mortised lockset with I inch throw. Doorstops, closers, and silencers shall be included.

Built-in casework, cabinets shall be installed per Appendix G armory standards.

SECURE WEAPONS CLEANING ROOM**TOTAL 0 SF**

(Appendix G – Armory Design Guide)

Weapons can generate hazardous residue through lead contaminates from firing. The area for cleaning and care of weapons should allow for the proper cleanup and disposal of any materials that become contaminated with lead.

Furnish and install approximately three each four-foot wide metal storage shelving units along two walls. Units shall be approximately 7 ½ feet high with a bottom shelf at floor level, four intermediate shelves @ 18 inches o/c, and a top closure shelf. Shelf depth shall be 18 inches. Shelving units shall be Lyon Metal Products, Model BB8332SX, or equal.

Provide one cabinet unit measuring approximately 60 inches long, 24 inches deep, and 38 inches high, with an internal adjustable shelf, for gun-cleaning purposes. Cabinet top, edges and backsplash shall be covered with laminated plastic. All other surfaces shall be painted or stained to harmonize with the décor. Furnish and install matching upper cabinet's 18 inches above the base cabinet approximately 30 inches high and 13 inches deep with two internal shelves. Length of upper cabinet's shall match that of the base cabinet.

Under counter, install a standard duplex outlet, 110V, and 20 amps. Install a dedicated circuit for the pneumatic air cleaning system. Install one exhaust fan with a minimum capability of 200 CFM to remove fumes. This fan shall be equipped with a manual control so the fan can be turned on and off, as needed.

The equipment service area should have access to a hand wash sink for use by the staff. The sink area provides: hot and cold running water with lever fixtures, a soap dispenser, mirror, paper

towel dispenser, and waste receptacle. If chemical storage is required, then the area shall be provided with an emergency eye wash station.

LOCKER ROOM

TOTAL 968 SF

(Administrative Support Space # S-15)

One shower/locker room is required per gender. Partitions shall be slab-to-slab with moisture resistant gypsum board. Ceilings shall be compatible with the overall space and shall meet the functional and environmental (moisture levels, etc.) requirements of the space. Ceiling finish shall be painted gypsum board. Wall finishes shall be ceramic tile on all wet walls, with enamel paint on the other walls. These rooms shall have a Sound Transmission Class (STC) rating of 40 or better when adjacent to office space. One locker room shall be provided for each gender.

Doors shall be solid-core wood with push and pull closer in hollow metal frames of appropriate strength with latch sets. All doors shall have automatic door closers. Doors from public corridors shall have electromechanical, five-button manipulation-resistant combination lock with manual override for emergency. A card reader access control portal lock may be used instead of five-button combination lock. Doorstops, closers, and silencers shall be included.

Install convenience duplex outlets in each restroom. Provide ground fault interrupting (GFCI) receptacle and damp/wet location luminaries.

The room sizes, fixture schedule, and the required number and size of toilets, urinals, and lavatories shall be provided in accordance with GSA and ADA standards where possible. Each restroom shall contain toilet paper holder, toilet seat cover dispenser, soap dispenser, paper towel dispensers and waste paper receptacle. The female restroom shall have a sanitary napkin dispenser and refuse container in the toilet stall. Mirrors shall be installed above the lavatories. A full-length dressing mirror shall be installed in the locker rooms. Shower areas require office-type HVAC with exhaust fans (on-off switch in each room) and sealed non-slip concrete or tile floors. The exhaust system shall be sized to maintain the space under negative pressure to adjacent spaces and shall be exhausted directly to the outside.

These areas shall contain a minimum of one shower stall each. Depending on layout design, privacy panels may be required to screen shower stalls. Showers shall be ADA compliant equipped with standard integral molded seat with a soap tray. Enclosure shall have an additional molded soap tray. The shower enclosure shall be equipped with a factory installed stainless grab bar and an "I" stainless steel curtain rod. Shower floor shall be molded fiberglass slip-resistant floor. The shower control valve shall be lever-action with temperature and volume control and showerhead with full range spray pattern adjustment.

In each locker room, install a smooth-surfaced, wood-dressing bench, firmly anchored to floor, with size to be determined at layout. Furnish and install double tier lockers in each locker room (male and female). Numbers and quantities of lockers shall be determined at layout.

BREAK ROOM**TOTAL 195 SF**

(Administrative Support Space # S-16)

Required for employee coffee/lunch breaks. The room will have vending facilities, coffee machine, microwave, sink, and counter. Ceiling shall consist of acoustical mineral fiber material in grid panels.

This room consists of ceiling high partitions painted to GSA standard requirements. The floor covering shall be standard grade vinyl composition tile.

All doors entering the break room area shall be solid core wood doors with hollow metal frames. The door hardware shall include; doorstops, closures, silencers, and commercial grade mortised lockset with one-inch throw.

Furnish and install one combination sink/cabinet with double bowl stainless steel sink supplied with hot and cold running water, garbage disposal, and appropriate waste and vent lines. The sink shall be a stainless steel double-bowl, set in to a laminate counter top on a base cabinet. The base cabinet shall be approximately 96-inches long, 24-inches deep, and 38-inches high, with internal adjustable shelves. The counter top, edges, and backsplash shall be covered with plastic laminate. Sink/cabinet shall meet ADA standards. Matching upper cabinets, approximately 30-inches high and 13-inches deep with two internal shelves and integral lock(s) on the cabinet doors, placed 18-inches above the base cabinets. The length of the upper cabinets shall be 12'6" (12.5-feet). All surfaces shall be painted or stained to harmonize the décor.

Install two (2) dedicated duplex 110V, 20-amp GFI receptacle above the backsplash on the counter top for the microwave. Install another 110V, 20-amp receptacle next to the base cabinet, approximately 12-inches above the finish floor for the refrigerator and install two (2) dedicated duplex outlets for vending machines.

Furnish and install one (1) exhaust fan or electrostatic air cleaner with a minimum capability of 200-CFM and with a manual control device, so the fan can be turned on & off, as needed.

Provide and install wall or ceiling mounted television, with cable or satellite dish feed.

Lighting shall be 50 foot-candles for work surfaces and 30 foot-candles for general areas.

Furniture such as tables and chairs shall be Government type, quality, and quantities decided at furniture layout.

CONFERENCE/TRAINING ROOM**TOTAL 360 SF**

(Administrated Support Space # S-17)

Joint use space required for staff meetings, task forces, and training exercises.

This space shall be enclosed by ceiling high partitions. Partitions, ceiling, doors, and penetrations, etc shall meet a Sound Transmission Class (STC-45) or better. Install standard GSA 26-ounce carpet. Furnish and install folding partitions to divide the space as required. Ceiling shall consist of acoustical mineral fiber material in grid panels. This room is required to have a coat closet of 30 sq. ft. with a shelf and a single solid core wood door with commercial grade, single lever action door hardware with mortised lockset. Separately zoned HVAC with supplemental heating, air conditioning, and ventilation shall be provided to accommodate maximum occupancy for the space. Provide supply and return on each side of folding partitions.

Provide cable television antenna jacks (if cable is available) and telephone / data outlets per direction of ICE at time of layout. Install ceiling speakers for ADP system. Exact quantity of

speakers, locations, and ADP system equipment shall be determined during layout design. Dimmer switch for fluorescent lighting and eyeball incandescent lighting on shall be on separate switches. Install a minimum of 8 NEC rated electrical duplex outlets per room.

All doors entering the conference / training area shall be solid core wood doors installed in hollow metal frames. Door hardware shall be standard commercial grade mortised locksets with 1-inch deadbolt throws. Doorstops, closers, and silencers shall be included. Provide adequate amount of doors per code for occupancy and conference/training room sections.

Blocking in walls shall be installed to accommodate Government provided marker board, and projection screen. Exact location and quantities shall be determined during layout design. Chair rails shall be installed on walls.

Furniture installed in this space shall be freestanding with quality and quantities decided at furniture layout.

REMOTE WIRING CLOSET /TELEPHONE

TOTAL 314 SF

(Administrated Support Space # S-18)

Used exclusively for computer panels and racks.

There should be a minimum of one (1) closet per 16,000-square feet of space. In multi-story buildings, space should be vertically stacked. Telephone closets shall be eight (8) foot by nine (9) foot, where new closets are constructed. Sprinkler systems should be zoned not to go off in this room if allowed by code.

This room should not be adjacent to, horizontally or vertically, next to mechanical, electrical or restrooms. There shall be no; plumbing risers in partitions of Server/Telecommunication room or overhead, or audible and visual alarms for smoke alarms or smoke & heat detectors (unless required by GSA fire safety survey).

The partitions shall be slab-to-slab constructed of 3/4-inch retardant painted plywood for the walls. The floor covering shall be anti-static vinyl composition tile flooring. Partitions, ceiling, doors, and penetrations shall meet a Sound Transmission Coefficient of 45 (STC-45) or better.

The door to this room shall be hollow core metal door with an outward swing mounted on a hollow core frame. No door closure, unless required by code. A control portal lock; a mechanical push button, electronic stand-alone, or card reader access control portal lock shall provide access to this security door. Doorstops, closers, and silencers shall be included, if required.

HVAC shall be a dedicated self-contained, separately zoned HVAC unit. The unit's control capable of maintaining an operational environment of 60F to 85F degrees and a humidity range shall be 20 to 60 percent maximum at 10,000-feet of altitude. Temperature and humidity ranges will be maintained 24-hours a day, 7-days a week.

There shall be two (2) 20-amp dedicated circuits with two (2) quad-outlets each as a minimum, eight (8) grounded outlets per circuit. A certified electrical ground and bus shall be installed into each closet for communications equipment grounding, and be connected to a dedicated building ground with the ANSI/TIA/EIA 607. Lighting will be per ANSI.

SALLYPORT

TOTAL 660 SF

(Administrated Support Space # S-19)

A secured entrance access used to bring apprehended aliens into the District Office or Sub-Office out of sight of the general public.

If Necessary, the adjacency shall be next to loading dock and freight elevator. The Sallyport shall have a secured access and shall be out of sight of the general public.

Walls shall be slab-to-slab with 9-gauge mesh or some other method of securing. Wall finish shall be paint per GSA standard. Doors to Sallyport shall be solid core wood or other doors appropriate to finish of space. Door openings shall be wide enough to allow the passage of hand trucks (minimum of 4'-0"). Doors may be double doors with flush bolts. Door hardware shall be cylinder-locking mechanisms with remainder of door hardware by manufacture. Floor load shall be a minimum of 150 pounds per square foot. Floor finish shall be sealed concrete.

Vehicles shall have access to the parking area 24 hours a day, 7 days a week. Vehicle privacy screening is to be provided as required. Space shall be located within the secure Government vehicle parking area. A drive through Sallyport is preferred but is not required. Vans and buses must have a clear entrance to Sallyport and direct access to the Detention area. The entrance to the Sallyport must be paved with an adequate thickness and composition of sealed concrete or bituminous paving to support the weight of the van or bus that will use the area. Geometric features and clearances, including the inside and outside turning radius for the vehicles will be provided by GSA depending upon the vehicles owned or used by ICE. The approach and entrance must be clearly marked and wheel stops provided where required.

Metal canopy cover shall be of adequate size and width for vehicles being used. Sewage dump station to be provided where allowed. Hose bib (frost free where necessary) and floor drain shall be provided. Exterior drain shall have sand and grease trap installed and be of adequate size that a shovel can be used to clean it out if necessary. Where necessary, include a concrete ramp, integral with the entrance floor and Sallyport floor, and include metal railings to meet ADA standards to the entrance door.

Instant on exterior and interior lighting with a minimum light level of 30 foot-candles shall be provided. Exterior Government secured parking area shall be enclosed by CMU or chain link fence 12-foot high fence and mechanically operated lockable gate. The 12 foot minimum Exit / Entrance gate shall be controlled by proximity card reader that opens the gate by means of a remote opener. The proximity card reader shall be a long-range and installed at an appropriate height for vehicles being used. Inside the Sallyport there shall be an override, which disables the gate during prisoner transport. If Sallyport is located at an inside parking facility, provide exhaust and make-up air supply at a rate of 15 air exchanges per hour. Provide carbon monoxide detectors and / or alarms at five feet above floor level. Alarm shall be sounded locally and shall be provided with auxiliary contact for annunciation at a remote alarm panel.

Use of a dedicated elevator may be required to transport detainees from the Sallyport to the Prisoner / Alien Processing Area.

Walls shall be slab-to-slab reinforced masonry units.

Security – CCTV surveillance of Sallyport shall be provided at the main control room. Install high-resolution color video surveillance cameras with adjustable field of view, integrated with a corner mounted correctional grade dome. Quantity and locations of CCTV cameras shall be decided at security layout.

BULK STORAGE

TOTAL 880 SF

(Administrated Support Space # S-20)

Wall construction shall be slab-to-slab with expanded metal interlayer or some other method of securing space. Floor loading a minimum of 150-pounds/square-foot and floor covering shall be sealed concrete or standard grade vinyl composition tile, if office setting. Ceiling shall consist of acoustical mineral fiber panels laid in grid.

Solid core wood door in hollow metal frame with a minimum width of four-feet. Door hardware shall be: mortised, commercial grade; flush bolt with a minimum of 1-inch throw at inactive leaf; doorstops; closure; and silencers shall be included.

Security shall include Passive Infrared (PIR) Sensor, quantity and position to be determined during layout design.

Furniture installed in this space shall be freestanding with quality and quantities decided at furniture layout.

APPENDIX B

COMMON FUNCTION SPACE

(SUPPORT AREA)

The following Standard Workspace Designs represent the necessary common function support spaces required by the Immigration and Naturalization Service. They sometimes include special type classified space as indicated. The common function spaces (e.g., conference room, reception area, library) are based on efficient arrangements of furnishings and equipment in support of tasks and activities performed therein by personnel and visitors. The common function space designs do not include factors for access circulation to and from other workspaces or for layout inefficiencies of the final space layout.

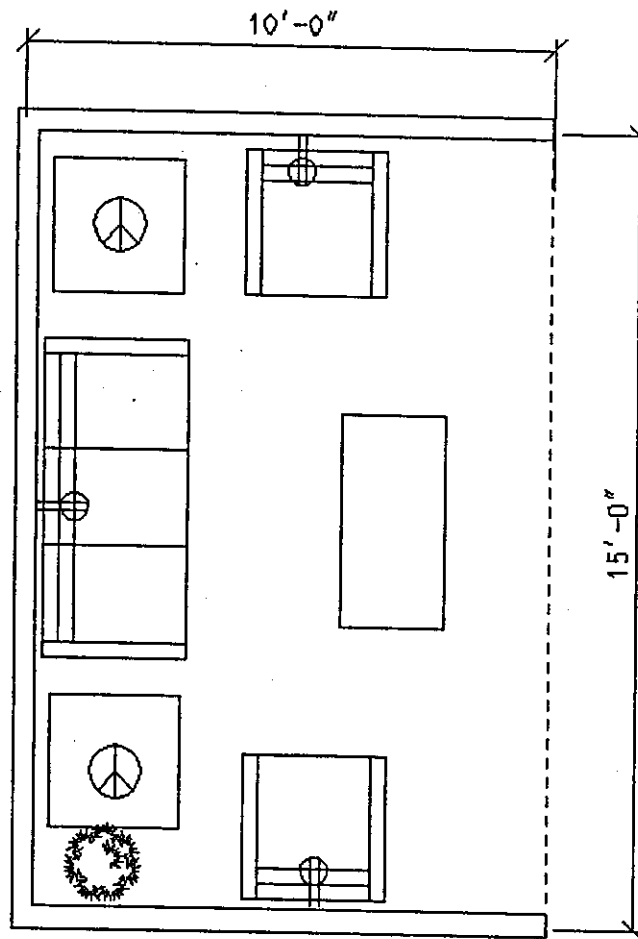
United States Department of Justice
Immigration and Naturalization Service
SPACE ALLOCATION STANDARDS
FOR DISTRICT AND SUB-OFFICES

Design Number: 1- Reception (Director)	Square Footage: 150
Space Classification:	Office
Normal Occupancy:	Daily, 8-10 hours
HVAC Requirements:	Per SFO
Plumbing Requirements:	
Electrical - Lighting (fc):	Per SFO
Electrical - Power:	Per SFO
Communications/ADP:	Per SFO
Acoustic Separation (STC):	Per SFO
Interior Finishes:	Per Appendix H Interior Room Finish Schedule
Floors:	36 oz., 100% cut pile nylon carpet, carpet tile or broadloom
Base:	
Walls:	
Ceilings:	
Ceiling Heights:	
Doors:	
Exterior - Hardware Sets:	Remote control electronic lock with video intercom and push button release between Secretary and Reception
Interior - Hardware Set:	Per Appendix I Door and Hardware Schedule
Special Requirements:	Solid core wood door with pneumatic door closure, pair of glass doors; flushbolt top and bottom
Tenant Security:	PIR Sensor per plan, Electric Strike
Special Construction:	
Walls	
Ceilings	
Other	12 sq. foot document pass through window with 8" plastic laminate shelf on each side
Additional Requirements:	
Casework (built in):	
Specialties (built in):	
Equipment (built in):	
Furniture (Government Furnished):	
Remarks:	
Adjacency:	

United States Department of Justice
Immigration and Naturalization Service
SPACE ALLOCATION STANDARDS
FOR DISTRICT AND SUB-OFFICES

Design Number: 1
Reception (Director)
Office

Square Footage: 150



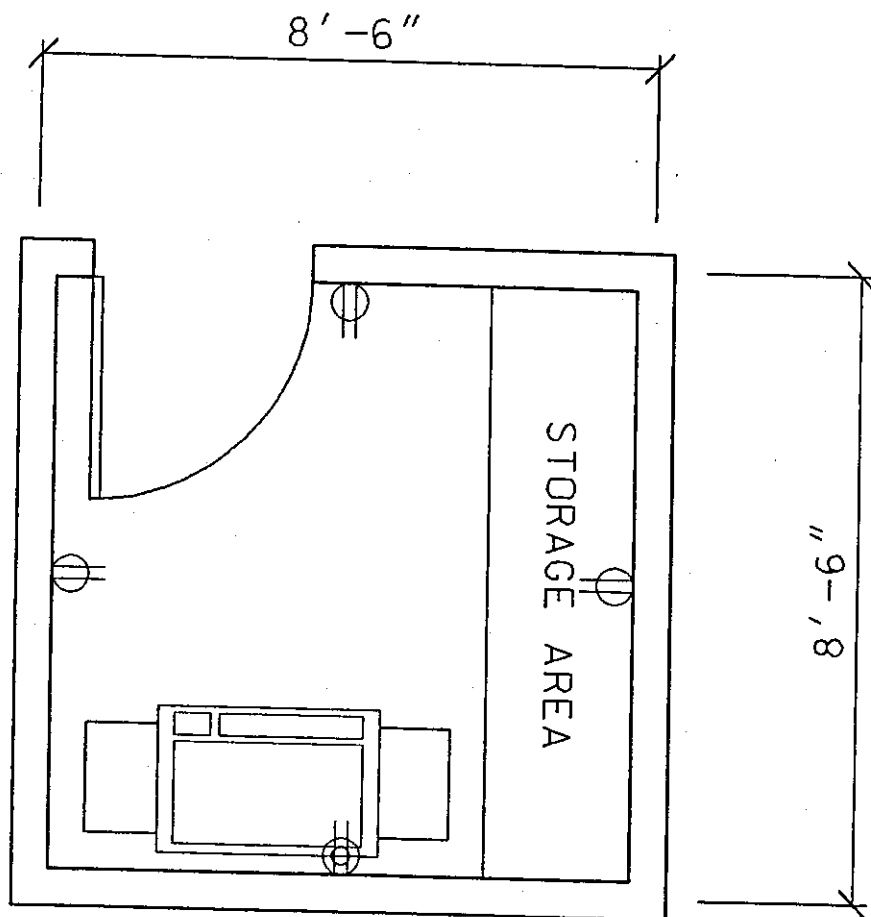
United States Department of Justice
Immigration and Naturalization Service
SPACE ALLOCATION STANDARDS
FOR DISTRICT AND SUB-OFFICES

Design Number: 3 - Copier/Storage	Square Footage: 75
Space Classification:	Office
Normal Occupancy:	Daily, 8-10 hours
HVAC Requirements:	Per SFO
Plumbing Requirements:	
Electrical - Lighting (fc):	Per SFO
Electrical - Power:	Dedicated duplex electrical outlet
Communications/ADP:	Per SFO
Acoustic Separation (STC):	Per SFO
Interior Finishes:	Per Appendix H Interior Room Finish Schedule
Floors:	
Base:	
Walls:	
Ceilings:	
Ceiling Heights:	
Doors:	
Exterior - Hardware Sets:	Per SFO
Interior - Hardware Set:	Per Appendix I Door and Hardware Schedule with minimum 1" throw deadbolt lock
Special Requirements:	Solid wood core door
Tenant Security:	
Special Construction:	
Walls	
Ceilings	
Other	
Additional Requirements:	
Casework (built in):	
Specialties (built in):	
Equipment (built in):	
Furniture (Government Furnished):	
Remarks: Copier/Storage area may be enclosed or open space depending on the end user requirements.	
Adjacency:	

United States Department of Justice
Immigration and Naturalization Service
SPACE ALLOCATION STANDARDS
FOR DISTRICT AND SUB-OFFICES

Design Number: 3
Copier/Storage
Office

Square Footage: 75



United States Department of Justice
Immigration and Naturalization Service
SPACE ALLOCATION STANDARDS
FOR DISTRICT AND SUB-OFFICES

Design Number: 4 -- Storage Components	Square Footage: Varies
Space Classification:	Office/SP-3A
Normal Occupancy:	Daily, 8-10 hours
HVAC Requirements:	Per SFO
Plumbing Requirements:	
Electrical - Lighting (fc):	Lighting levels to meet applicable Federal standard. Centering fixtures over the aisles is not a requirement.
Electrical - Power:	Dedicated duplex electrical outlet (photocopier)
Communications/ADP:	Per SFO
Acoustic Separation (STC):	Per SFO
Interior Finishes:	Per Appendix H Interior Room Finish Schedule
Floors:	
Base:	
Walls:	
Ceilings:	
Ceiling Heights:	
Doors:	
Exterior - Hardware Sets:	
Interior -- Hardware Set:	Per SFO
Special Requirements:	
Tenant Security:	
Special Construction:	
Walls	
Ceilings	
Other	Floor capable of supporting a live load of 150 lb. per sq. ft.
Additional Requirements:	
Casework (built in):	
Specialties (built in):	
Equipment (built in):	
Furniture (Government Furnished):	

Remarks: Determine types and quantities of filing equipment, and multiply the appropriate square footage allowance by the number of items, then add 20 percent for future growth.

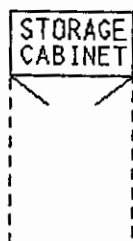
Type of equipment:	Allowance of Sq. Ft.
Lateral file - if less than 20 cabinets	15
- if more than 20 cabinets	12
Vertical File - if less than 20 cabinets	11
- if more than 20 cabinets	9
Safe File	15
Storage Cabinets	16
Bookcases - 36" increments	16
Equipment Locker	12

Adjacency: Filing room/areas should be placed near the building core or in a location that will not require extra floor loading. If necessary, create two separate filing rooms/areas to accommodate the floor loading and eliminate the filing concentration.

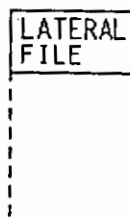
United States Department of Justice
Immigration and Naturalization Service
SPACE ALLOCATION STANDARDS
FOR DISTRICT AND SUB-OFFICES

Design Number: 4
Storage Components

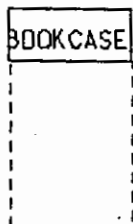
Square Footage: Varies **



16 SQUARE FEET



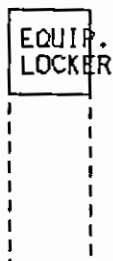
12 SQUARE FEET (MORE THAN 20)
15 SQUARE FEET (LESS THAN 20)



16 SQUARE FEET
36" INCREMENT



9 SQUARE FEET (MORE THAN 20)
11 SQUARE FEET (LESS THAN 20)



16 SQUARE FEET



15 SQUARE FEET

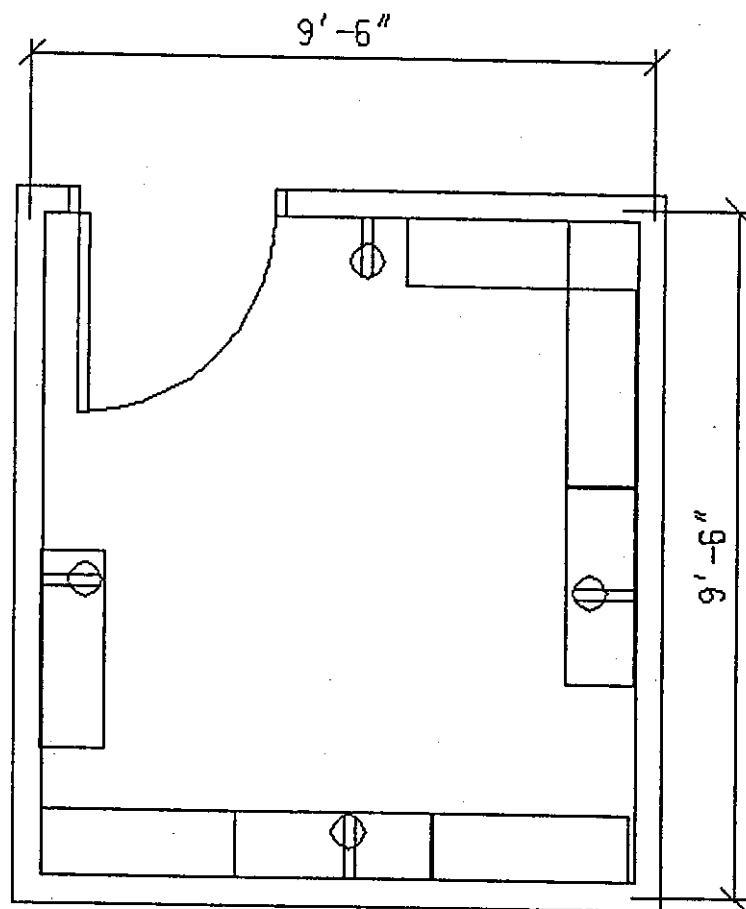
United States Department of Justice
Immigration and Naturalization Service
SPACE ALLOCATION STANDARDS
FOR DISTRICT AND SUB-OFFICES

Design Number: 5- Supply Room	Square Footage: Varies - 2 sq. ft. per employee
Space Classification:	Office
Normal Occupancy:	Daily, 8-10 hours
HVAC Requirements:	Per SFO
Plumbing Requirements:	
Electrical - Lighting (fc):	Per SFO
Electrical - Power:	Per SFO
Communications/ADP:	Per SFO
Acoustic Separation (STC):	Per SFO
Interior Finishes:	Per Appendix H Interior Room Finish Schedule
Floors:	
Base:	
Walls:	
Ceilings:	
Ceiling Heights:	
Doors:	
Exterior - Hardware Sets:	
Interior - Hardware Set:	Per Appendix I Door and Hardware Schedule
Special Requirements:	Solid core wood door, double wide hollow metal core doors, flushbolt top and bottom (per plan)
Tenant Security:	PIR sensors per plan
Special Construction:	
Walls:	Slab to slab walls or some other method of securing space
Ceilings:	
Other:	
Additional Requirements:	
Casework (built in):	
Specialties (built in):	
Equipment (built in):	
Furniture (Government Furnished):	
Remarks:	
Adjacency:	

United States Department of Justice
Immigration and Naturalization Service
SPACE ALLOCATION STANDARDS
FOR DISTRICT AND SUB-OFFICES

Design Number: 5
Supply Room
Office

Square Footage: Varies
(2 Square Feet Per Employee)



United States Department of Justice
Immigration and Naturalization Service
SPACE ALLOCATION STANDARDS
FOR DISTRICT AND SUB-OFFICES

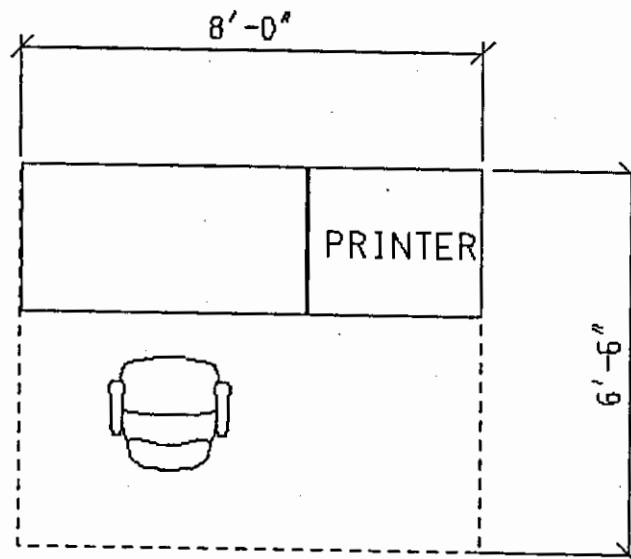
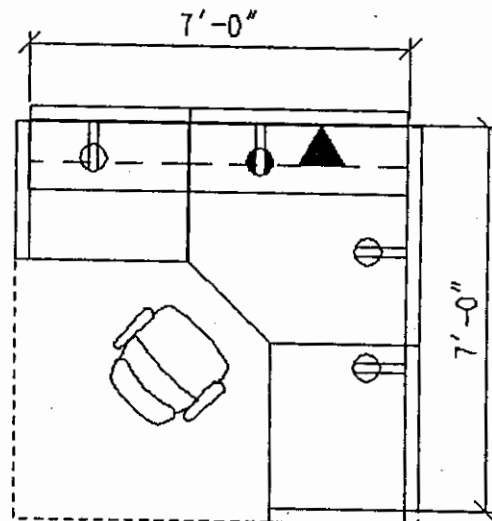
Design Number: 6	Square Footage: 50
Support Workstation (joint use) shared fax, printers, etc.)	
Space Classification:	Office
Normal Occupancy:	Daily, 8-10 hours
HVAC Requirements:	Per SFO
Plumbing Requirements:	
Electrical - Lighting (fc):	Per SFO
Electrical - Power:	Per SFO
Communications/ADP:	Per SFO
Acoustic Separation (STC):	Per SFO
Interior Finishes:	Per Appendix H Interior Room Finish Schedule
Floors:	
Base:	
Walls:	
Ceilings:	
Ceiling Heights:	
Doors:	
Exterior - Hardware Sets:	
Interior - Hardware Set:	Per Appendix I Door and Hardware Schedule
Special Requirements:	
Tenant Security:	
Special Construction:	
Walls	
Ceilings	
Other	
Additional Requirements:	
Casework (built in):	
Specialties (built in):	
Equipment (built in):	
Furniture (Government Furnished):	
Remarks:	
Adjacency:	

United States Department of Justice
Immigration and Naturalization Service
SPACE ALLOCATION STANDARDS
FOR DISTRICT AND SUB-OFFICES

Design Number: 6

Square Footage: 50

Support Workstation (joint-use)
RAFACS, CIS, shared fax, printers, etc.
(Law Library, A-File Room, etc.)



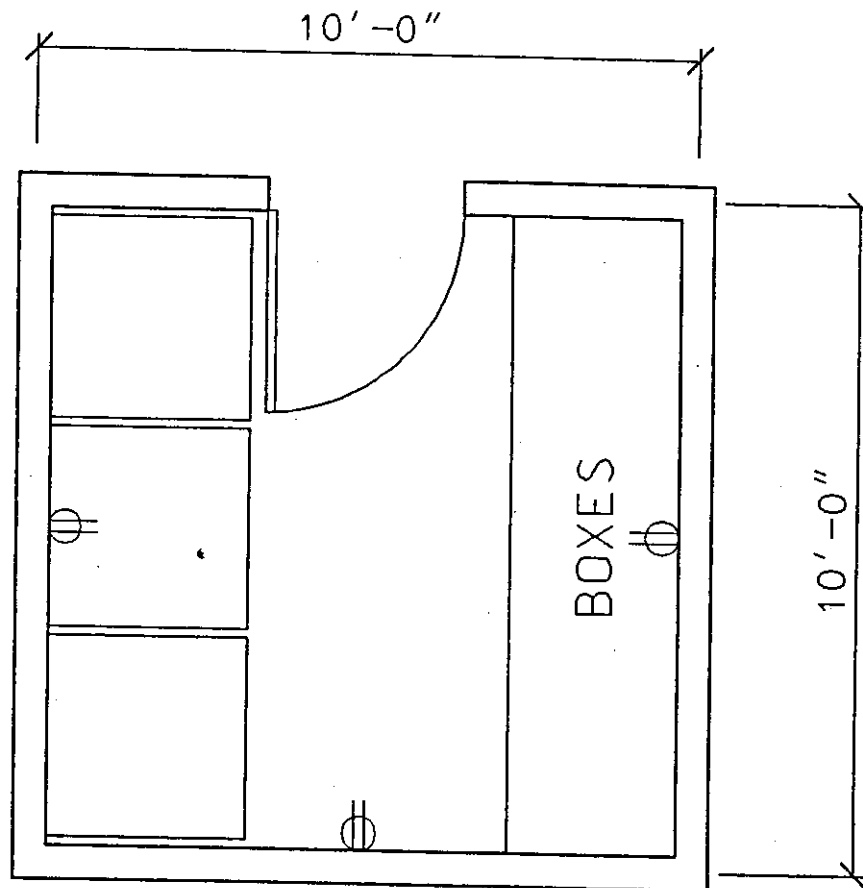
United States Department of Justice
Immigration and Naturalization Service
SPACE ALLOCATION STANDARDS
FOR DISTRICT AND SUB-OFFICES

Design Number: 7 – Computer Storage Room	Square Footage: Min. 100 - 2 Sq. ft. per employee
Space Classification:	Office
Normal Occupancy:	Daily, 8-10 hours
HVAC Requirements:	Per SFO
Plumbing Requirements:	
Electrical - Lighting (fc):	Per SFO
Electrical - Power:	Per SFO
Communications/ADP:	Per SFO
Acoustic Separation (STC):	Per SFO
Interior Finishes:	Per Appendix H Interior Room Finish Schedule
Floors:	
Base:	
Walls:	
Ceilings:	
Ceiling Heights:	
Doors:	
Exterior - Hardware Sets:	
Interior - Hardware Set:	Mechanical, stand-alone electronic or card reader access control portal lock
Special Requirements:	Solid core wood door with pneumatic door closure
Tenant Security:	PIR sensors per plan
Special Construction:	
Walls	Slab to slab wall construction with expanded metal interlayer or some other method of securing space
Ceilings	
Other	
Additional Requirements:	
Casework (built in):	
Specialties (built in):	
Equipment (built in):	
Furniture (Government Furnished):	
Remarks:	
Adjacency:	

United States Department of Justice
Immigration and Naturalization Service
SPACE ALLOCATION STANDARDS
FOR DISTRICT AND SUB-OFFICES

Design Number: 7
Computer Storage Room
Office

Square Footage: Min. 100
2 Sq. Ft. per employee



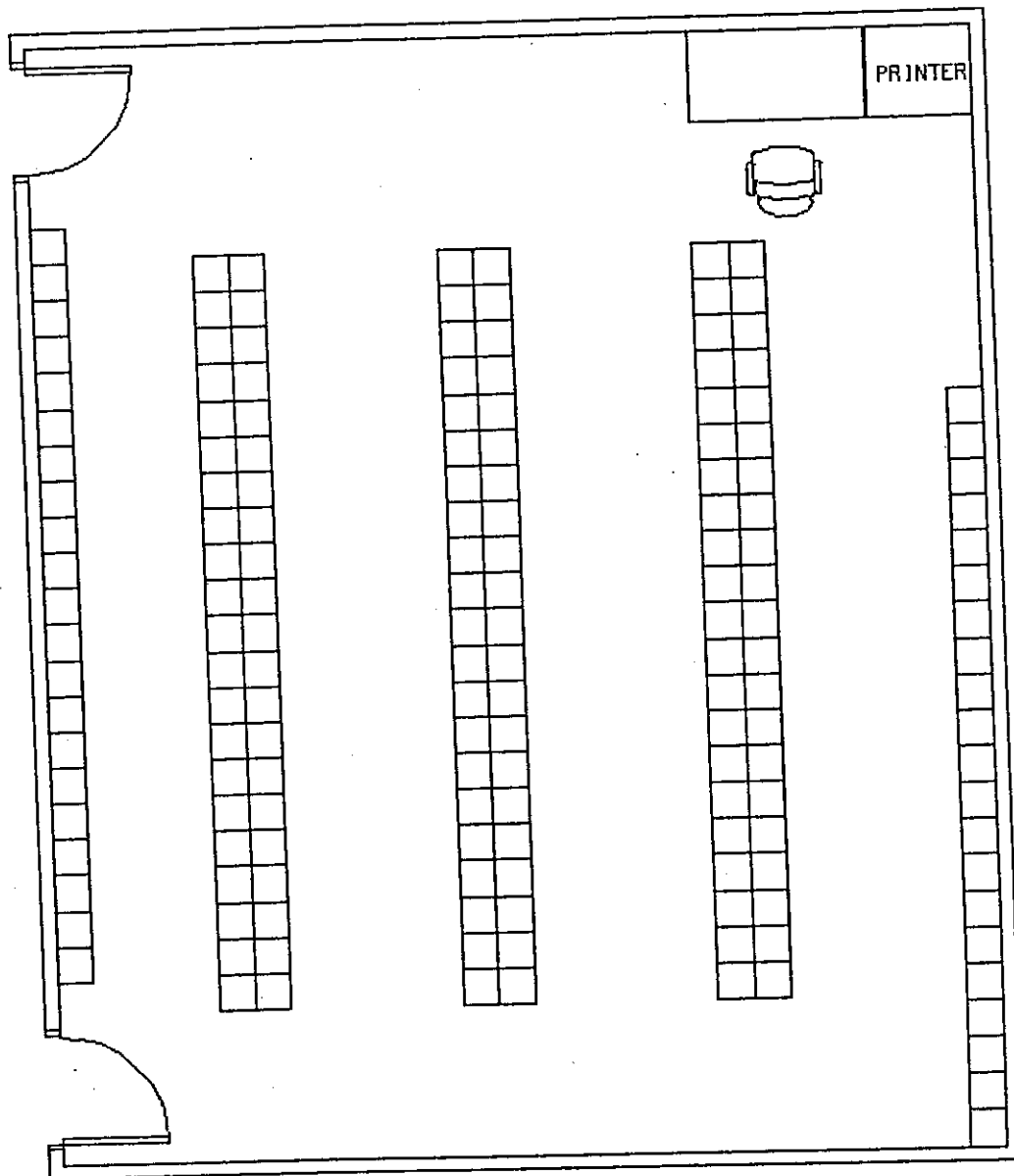
United States Department of Justice
 Immigration and Naturalization Service
 SPACE ALLOCATION STANDARDS
 FOR DISTRICT AND SUB-OFFICES

Design Number: 9 – A-File Room (Records and Information), Litigation Filing Room	Square Footage: Varies
Space Classification:	Office/SP-3A
Normal Occupancy:	Daily, 8-10 hours
HVAC Requirements:	Per SFO
Plumbing Requirements:	
Electrical - Lighting (fc):	Per SFO
Electrical - Power:	Per SFO
Communications/ADP:	Per SFO
Acoustic Separation (STC):	Per SFO, or 45
Interior Finishes:	Per Appendix H Interior Room Finish Schedule
Floors:	
Base:	
Walls:	
Ceilings:	
Ceiling Heights:	
Doors:	
Exterior - Hardware Sets:	
Interior - Hardware Set:	Per Appendix I Door and Hardware Schedule
Special Requirements:	Solid core wood door
Tenant Security:	
Special Construction:	
Walls	Slab to slab construction – wire mesh not required
Ceilings	Minimum ceiling clearance of 9'
Other	150 lb. per sq. ft. floor load
Additional Requirements:	
Casework (built in):	
Specialties (built in):	
Equipment (built in):	
Furniture (Government Furnished):	
Remarks: Use formula: (total number of files/648) (18) = Square footage required. This formula assumes 3 files per inch, 36" wide shelf unit, and 6 shelves high for a total shelf capacity of 648 files. Ratio of total space to file shelf unit is 18 square feet. (Shelving unit calculation used is the standard to be applied.)	
Adjacency:	

United States Department of Justice
Immigration and Naturalization Service
SPACE ALLOCATION STANDARDS
FOR DISTRICT AND SUB-OFFICES

Square Footage: Varies

Design Number: 9
A- File Room (Records and Information)
Litigation File Room
Office/SP-3A



United States Department of Justice
 Immigration and Naturalization Service
 SPACE ALLOCATION STANDARDS
 FOR DISTRICT AND SUB-OFFICES

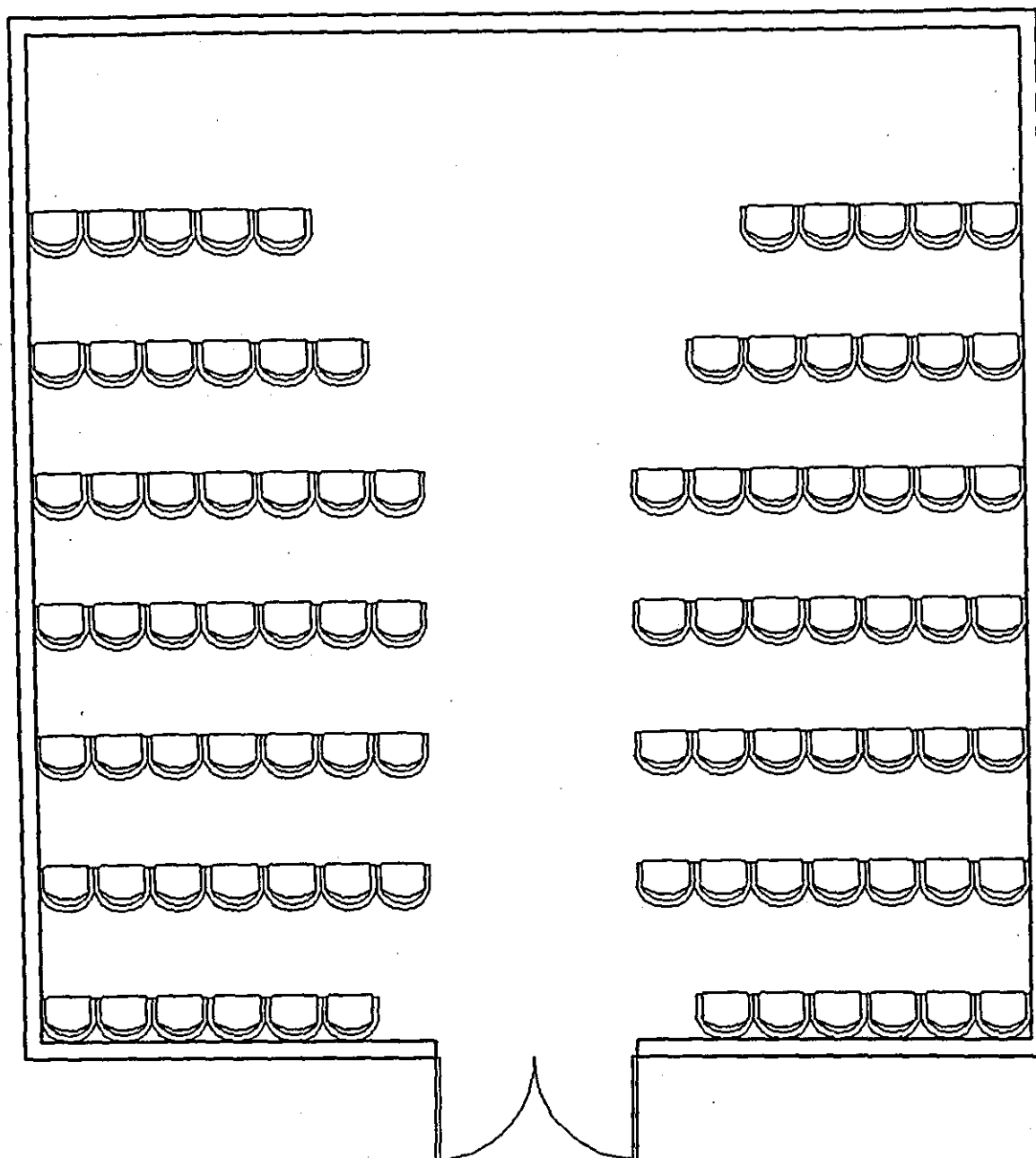
Design Number: 10 - Public Waiting Room	Square Footage: 10 Sq. ft. per maximum number of visitors at any given time
Space Classification:	Office
Normal Occupancy:	Daily, 8-10 hours
HVAC Requirements:	Per SFO or separately zoned HVAC with thermostat
Plumbing Requirements:	
Electrical - Lighting (fc):	Dimmer Switch
Electrical - Power:	Per SFO
Communications/ADP:	Public Announcement system, loudspeakers
Acoustic Separation (STC):	Per SFO
Interior Finishes:	Per Appendix H Interior Room Finish Schedule
Floors:	
Base:	
Walls:	Semi-Rigid vinyl/acrylic alloy wall covering
Ceilings:	
Ceiling Heights:	
Doors:	
Exterior - Hardware Sets:	
Interior - Hardware Set:	Mortised lockset, commercial grade
Special Requirements:	Pair of glass doors with top and bottom flushbolts
Tenant Security:	PIR sensors per plan
Special Construction:	
Walls	
Ceilings	
Other	
Additional Requirements:	
Casework (built in):	
Specialties (built in):	
Equipment (built in):	
Furniture (Government Furnished):	
Remarks: Provide and install cable television or satellite dish and cable system	
Adjacency: Should be adjacent to Public Contact Counter and Visitor Restrooms	

(b) (6) (b) (6)

United States Department of Justice
Immigration and Naturalization Service
SPACE ALLOCATION STANDARDS
FOR DISTRICT AND SUB-OFFICES

Design Number: 10
Public Waiting Room
Office

Square Footage: 10 sq. ft.
Per Maximum number of visitors
any given time



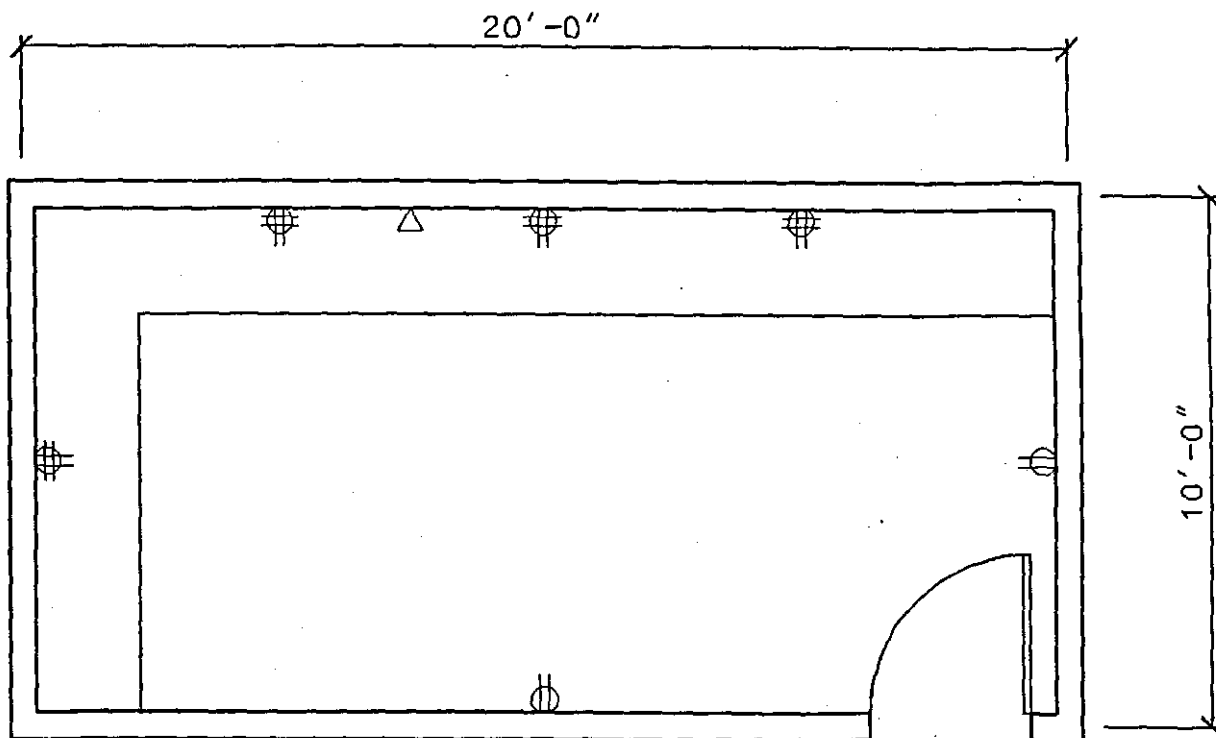
United States Department of Justice
Immigration and Naturalization Service
SPACE ALLOCATION STANDARDS
FOR DISTRICT AND SUB-OFFICES

Design Number: 19 – Technical Equipment Room	Square Footage: 200
Space Classification:	Office
Normal Occupancy:	Daily, 8-10 hours
HVAC Requirements:	Per SFO
Plumbing Requirements:	
Electrical - Lighting (fc):	Per SFO
Electrical - Power:	Per SFO
Communications/ADP:	Per SFO
Acoustic Separation (STC):	Per SFO
Interior Finishes:	Per Appendix H Interior Room Finish Schedule
Floors:	
Base:	
Walls:	
Ceilings:	
Ceiling Heights:	
Doors:	Per Appendix I Door and Hardware Schedule
Exterior - Hardware Sets:	
Interior - Hardware Set:	
Special Requirements:	Solid core wood door. Mechanical push button, electronic stand alone, or card reader access control portal lock.
Tenant Security:	
Special Construction:	
Walls	Slab to slab partitions or other secure method
Ceilings	
Other	
Additional Requirements:	
Casework (built in):	
Specialties (built in):	
Equipment (built in):	
Furniture (Government Furnished):	
Remarks:	
Adjacency:	

United States Department of Justice
Immigration and Naturalization Service
SPACE ALLOCATION STANDARDS
FOR DISTRICT AND SUB-OFFICES

Design Number: 19
Technical Equipment Room
Office

Square Footage: 200



United States Department of Justice
Immigration and Naturalization Service
SPACE ALLOCATION STANDARDS
FOR DISTRICT AND SUB-OFFICES

Design Number: 20 - Property Storage (Aliens)	Square Footage: 25, Varies
Space Classification:	Office
Normal Occupancy:	Daily, 8-10 hours
HVAC Requirements:	Per SFO
Plumbing Requirements:	
Electrical - Lighting (fc):	Per SFO
Electrical - Power:	Per SFO
Communications/ADP:	Per SFO
Acoustic Separation (STC):	Per SFO
Interior Finishes:	Per Appendix H Interior Room Finish Schedule
Floors:	
Base:	
Walls:	
Ceilings:	
Ceiling Heights:	
Doors:	
Exterior - Hardware Sets:	
Interior - Hardware Set:	Mechanical pushbutton, electronic stand-alone or card reader access control portal lock
Special Requirements:	
Tenant Security:	
Special Construction:	
Walls	Slab to slab construction walls and wire mesh cage anchored at floor and ceiling
Ceilings	
Other	
Additional Requirements:	
Casework (built in):	
Specialties (built in):	
Equipment (built in):	
Furniture (Government Furnished):	
Remarks:	Individual baskets should be lockable.
Adjacency:	Property Room should be adjacent to the Processing Area.

(b) (6)

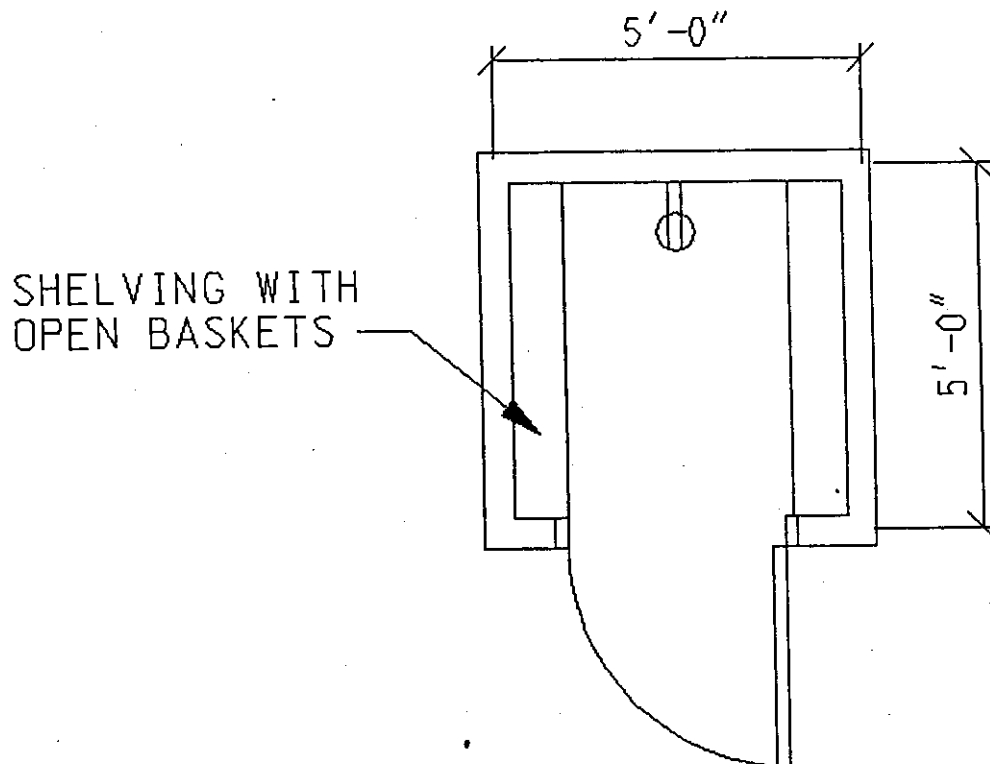
(b) (6)

(b) (6)

United States Department of Justice
Immigration and Naturalization Service
SPACE ALLOCATION STANDARDS
FOR DISTRICT AND SUB-OFFICES

Design Number: 20
Property Storage (Aliens)
Office

Square Footage: 25 Shown,
Varies



United States Department of Justice
Immigration and Naturalization Service
SPACE ALLOCATION STANDARDS
FOR DISTRICT AND SUB-OFFICES

Design Number: 21 – Multipurpose Enforcement Room	Square Footage: Min. 200 12 sq. ft. per enforcement officer per peak shift
Space Classification:	Office
Normal Occupancy:	Daily, 8-10 hours
HVAC Requirements:	Separately zoned HVAC with thermostat
Plumbing Requirements:	
Electrical - Lighting (fc):	Per SFO
Electrical - Power:	STU-III equipment dedicated phone/fax line
Communications/ADP:	Per SFO
Acoustic Separation (STC):	STC 45 Minimum
Interior Finishes:	Per Appendix H Interior Room Finish Schedule
Floors:	
Base:	
Walls:	
Ceilings:	
Ceiling Heights:	
Doors:	
Exterior - Hardware Sets:	
Interior - Hardware Set:	Mechanical pushbutton, electronic stand-alone or card reader access control portal lock
Special Requirements:	Solid core wood door with pneumatic door closure
Tenant Security:	PIR sensor per plan
Special Construction:	
Walls	
Ceilings	
Other	
Additional Requirements:	
Casework (built in):	
Specialties (built in):	
Equipment (built in):	
Furniture (Government Furnished):	

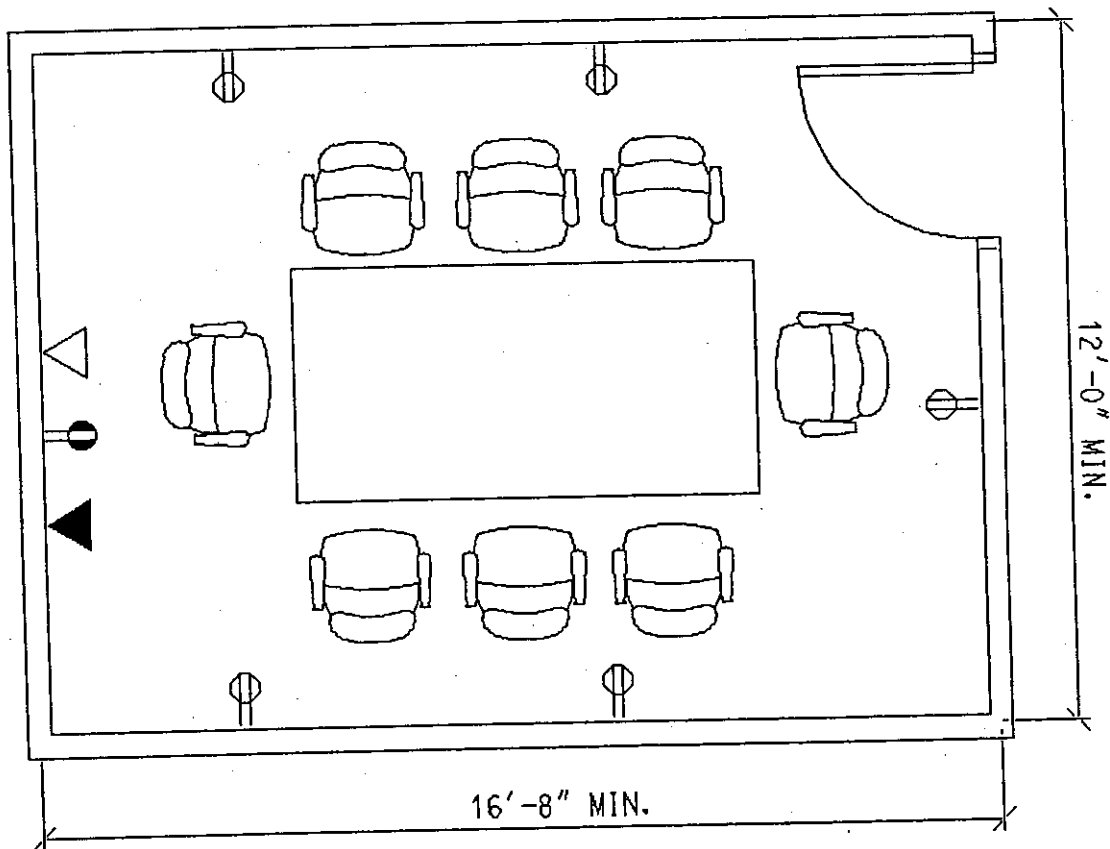
Remarks:

Adjacency: Multipurpose Enforcement Room should be adjacent to Investigations and Detention. If possible, Investigations and Detention to be located on same floor with the Multipurpose Enforcement Room between them.

United States Department of Justice
Immigration and Naturalization Service
SPACE ALLOCATION STANDARDS
FOR DISTRICT AND SUB-OFFICES

Design Number: 21
Multipurpose Enforcement Room

Square Footage: Min. 200
12 sq. ft. per Enforcement
Officer per peak shift

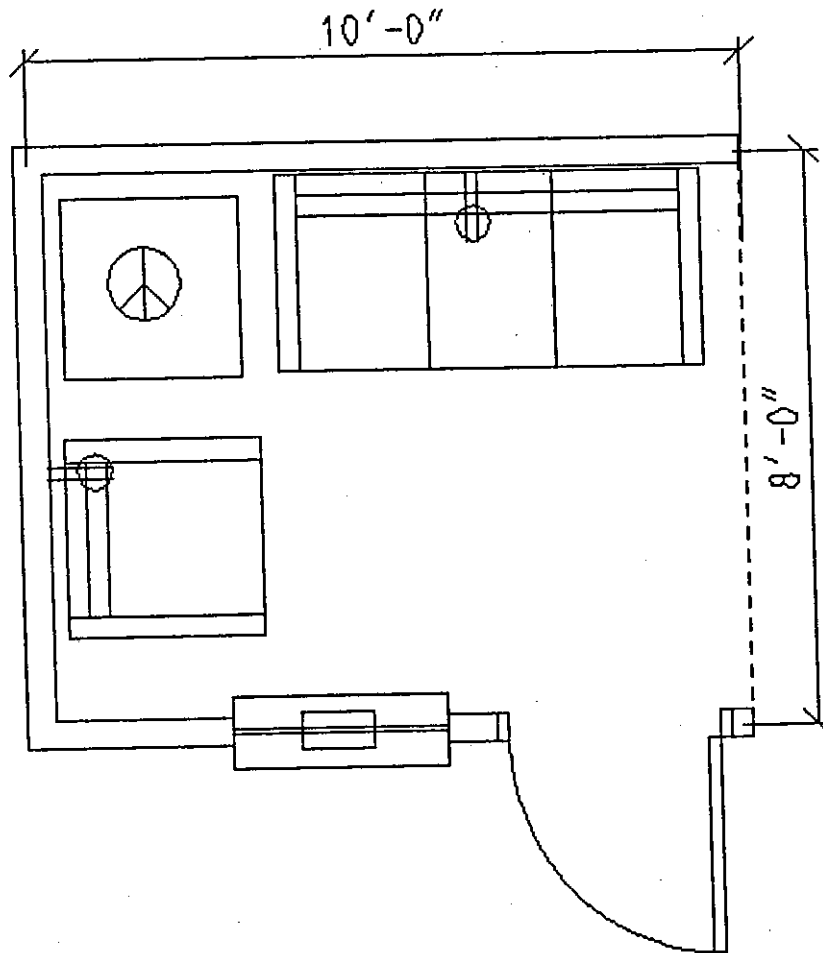


Design Number: 22 – Reception (Inv., DC, DDP)	Square Footage: 80
Space Classification:	Office
Normal Occupancy:	Daily, 8-10 hours
HVAC Requirements:	Per SFO
Plumbing Requirements:	
Electrical – Lighting (fc):	Per SFO
Electrical – Power:	Per SFO
Communications/ADP:	A - Phone
Acoustic Separation (STC):	STC 45 Minimum
Interior Finishes:	Per Appendix H Interior Room Finish Schedule
Floors:	
Base:	
Walls:	
Ceilings:	
Celling Heights:	
Doors:	
Exterior – Hardware Sets:	
Interior – Hardware Set:	Per Appendix I Door and Hardware Schedule
Special Requirements:	Solid core wood door with pneumatic door closure
Tenant Security:	PIR sensor per plan
Special Construction:	
Walls	
Ceilings	
Other	12 sq. ft. min. document pass through window with 8" plastic laminate shelf on each side
Additional Requirements:	
Casework (built in):	
Specialties (built in):	
Equipment (built in):	
Furniture (Government Furnished):	
Remarks:	
Adjacency: Should be adjacent to primary office space (Inv. And DC)	

United States Department of Justice
Immigration and Naturalization Service
SPACE ALLOCATION STANDARDS
FOR DISTRICT AND SUB-OFFICES

Design Number: 22
Reception (Inv., DC and DDP)
Office

Square Footage: 80



United States Department of Justice
Immigration and Naturalization Service
SPACE ALLOCATION STANDARDS
FOR DISTRICT AND SUB-OFFICES

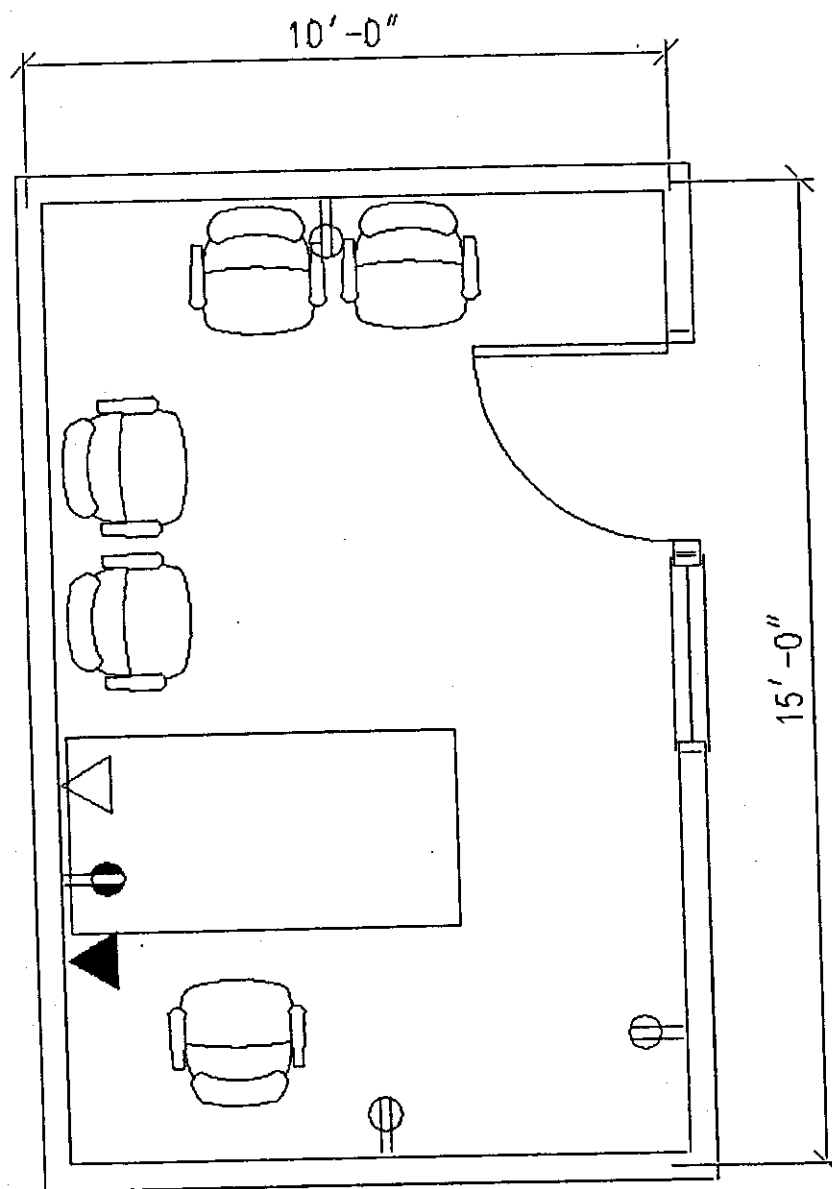
Design Number: 24 - Interview Room (Inv., D&D, Ins.)/Video Teleconference Room	Square Footage: 150
Space Classification:	Office
Normal Occupancy:	Daily, 8-10 hours
HVAC Requirements:	Per SFO
Plumbing Requirements:	
Electrical - Lighting (fc):	Per SFO
Electrical - Power:	Per SFO
Communications/ADP:	Adequate power drops for consensual monitoring equipment. Include appropriate outlets for teleconferencing equipment. Telephone jack.
Acoustic Separation (STC):	STC 45
Interior Finishes:	Per Appendix H Interior Room Finish Schedule
Floors:	
Base:	
Walls:	
Ceilings:	
Ceiling Heights:	
Doors:	
Exterior - Hardware Sets:	
Interior - Hardware Set:	Per Appendix I Door and Hardware Schedule with double-sided cylindrical Lock
Special Requirements:	Solid core wood door
Tenant Security:	Duress alarm, CCTV
Special Construction:	
Walls	
Ceilings	
Other	Sidelight (adjacent to door) constructed of up to 20 sq. ft. of 1/4" tempered glass and 2" metal frame with welded corners.
Additional Requirements:	
Casework (built in):	
Specialties (built in):	
Equipment (built in):	
Furniture (Government Furnished):	Sidelight to include adjustable window blinds
Remarks:	
Adjacency:	

United States Department of Justice
Immigration and Naturalization Service
SPACE ALLOCATION STANDARDS
FOR DISTRICT AND SUB-OFFICES

Design Number: 24

Interview Room (Inv., D&D, Ins), Video Teleconference Room

Square Footage: 150



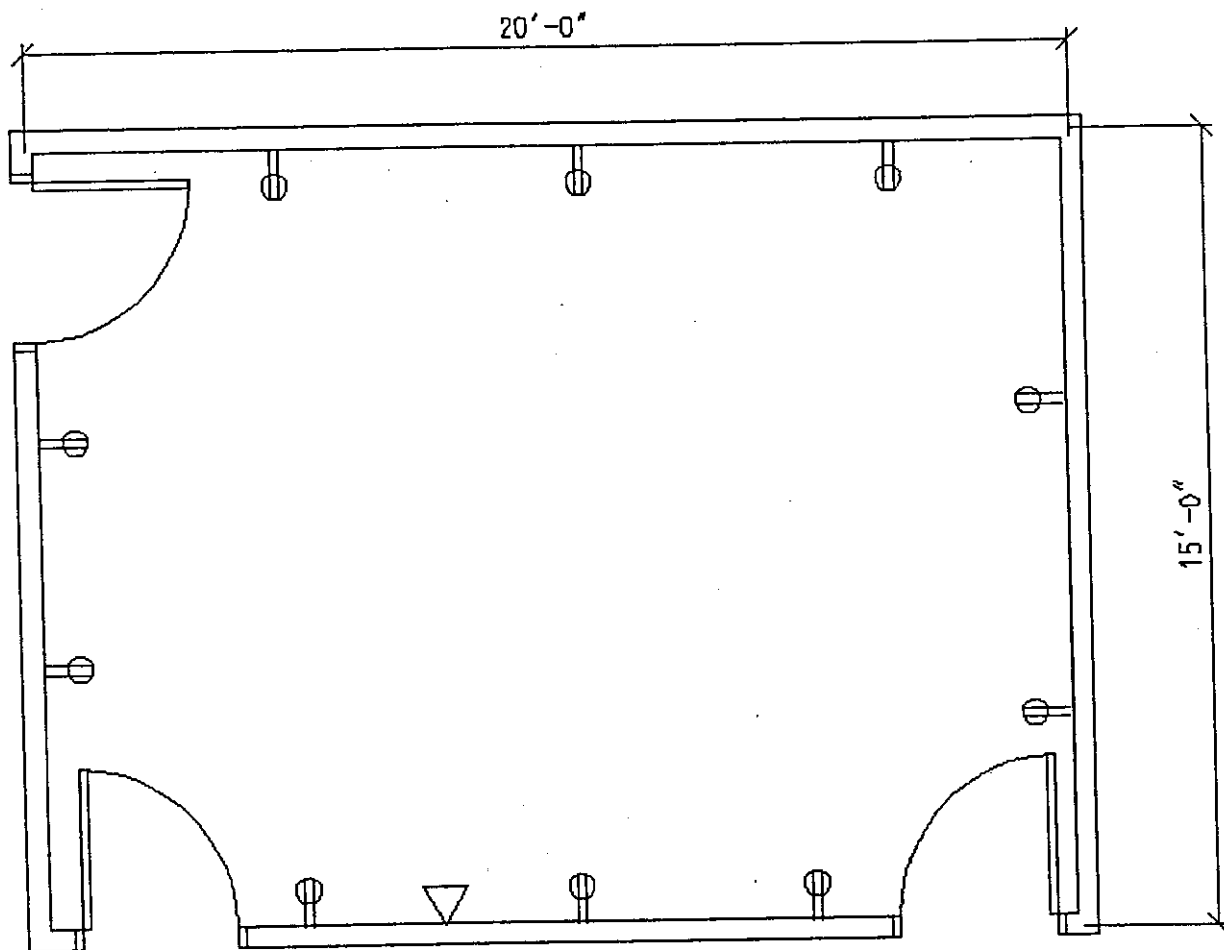
United States Department of Justice
Immigration and Naturalization Service
SPACE ALLOCATION STANDARDS
FOR DISTRICT AND SUB-OFFICES

Design Number: 26 - Physical Fitness Room	Square Footage: Min. 300 2 sq. ft. per employee
Space Classification:	Office/SP-5A
Normal Occupancy:	Daily, 8-10 hours
HVAC Requirements:	Separately zoned HVAC
Plumbing Requirements:	
Electrical - Lighting (fc):	Per SFO
Electrical - Power:	Per SFO
Communications/ADP:	Per SFO
Acoustic Separation (STC):	STC 45 minimum
Interior Finishes:	Per Appendix H Interior Room Finish Schedule
Floors:	
Base:	
Walls:	
Ceilings:	
Ceiling Heights:	
Doors:	
Exterior - Hardware Sets:	
Interior - Hardware Set:	Per Appendix I Door and Hardware Schedule
Special Requirements:	Solid core wood door with pneumatic door closure
Tenant Security:	
Special Construction:	
Walls	
Ceilings	
Other	
Additional Requirements:	
Casework (built in):	
Equipment (built in):	
Furniture (Government Furnished):	
Remarks:	
Adjacency: Next to Locker Rooms	

United States Department of Justice
Immigration and Naturalization Service
SPACE ALLOCATION STANDARDS
FOR DISTRICT AND SUB-OFFICES

Design Number: 26
Physical Fitness Room

Square Footage: Min. 300
2 sq. ft. per employee



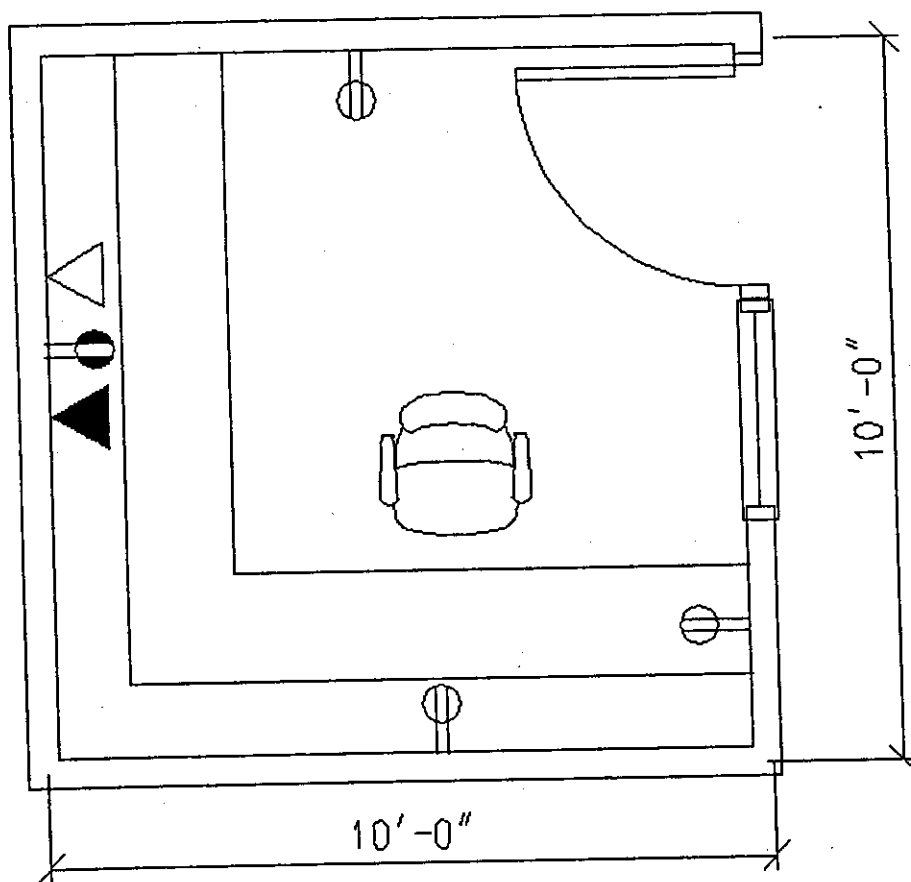
United States Department of Justice
 Immigration and Naturalization Service
 SPACE ALLOCATION STANDARDS
 FOR DISTRICT AND SUB-OFFICES

Design Number: 27 - Mail Room	Square Footage: 2 sq. ft. per employee
Space Classification:	Office
Normal Occupancy:	Daily, 8-10 hours
HVAC Requirements:	Per SFO
Plumbing Requirements:	
Electrical - Lighting (fc):	Per SFO
Electrical - Power:	Per SFO
Communications/ADP:	Per SFO
Acoustic Separation (STC):	STC 45 minimum
Interior Finishes:	Per Appendix H Interior Room Finish Schedule
Floors:	
Base:	
Walls:	
Ceilings:	
Ceiling Heights:	
Doors:	
Exterior - Hardware Sets:	
Interior - Hardware Set:	Mechanical push button, stand-alone electronic or card reader access control lock
Special Requirements:	Solid core wood Dutch door with 8" shelf. Separate minimum 1" throw deadbolt for top portion or a solid core wood door with pneumatic closure.
Tenant Security:	PIR sensor per plan
Special Construction:	
Walls	Slab to slab partitions with 9-11 gauge expanded metals
Ceilings	
Other	
Additional Requirements:	
Casework (built in):	
Specialties (built in):	
Equipment (built in):	
Furniture (Government Furnished):	
Remarks:	
Adjacency:	

United States Department of Justice
Immigration and Naturalization Service
SPACE ALLOCATION STANDARDS
FOR DISTRICT AND SUB-OFFICES

Design Number: 27
Mail Room
Office

Square Footage: 2 sq. ft per
employee



United States Department of Justice
 Immigration and Naturalization Service
 SPACE ALLOCATION STANDARDS
 FOR DISTRICT AND SUB-OFFICES

Design Number: 29 – Alien Processing Room	Square Footage: Varies
Space Classification:	SP-3A
Normal Occupancy:	Daily, 8-10 hours
HVAC Requirements:	Per SFO
Plumbing Requirements:	
Electrical - Lighting (fc):	Per SFO
Electrical - Power:	Per SFO
Communications/ADP:	Per SFO
Acoustic Separation (STC):	Per SFO
Interior Finishes:	Per Appendix H Interior Room Finish Schedule
Floors:	
Base:	
Walls:	
Ceilings:	
Ceiling Heights:	
Doors:	
Exterior - Hardware Sets:	
Interior - Hardware Set:	Per Appendix D INS Hold Room Specifications
Special Requirements:	
Tenant Security:	
Special Construction:	
Walls	Per Appendix D Hold Room Specifications
Ceilings	Per Appendix D Hold Room Specifications
Other	Per Appendix D Hold Room Specifications
Additional Requirements:	
Casework (built in):	
Specialties (built in):	
Equipment (built in):	
Furniture (Government Furnished):	

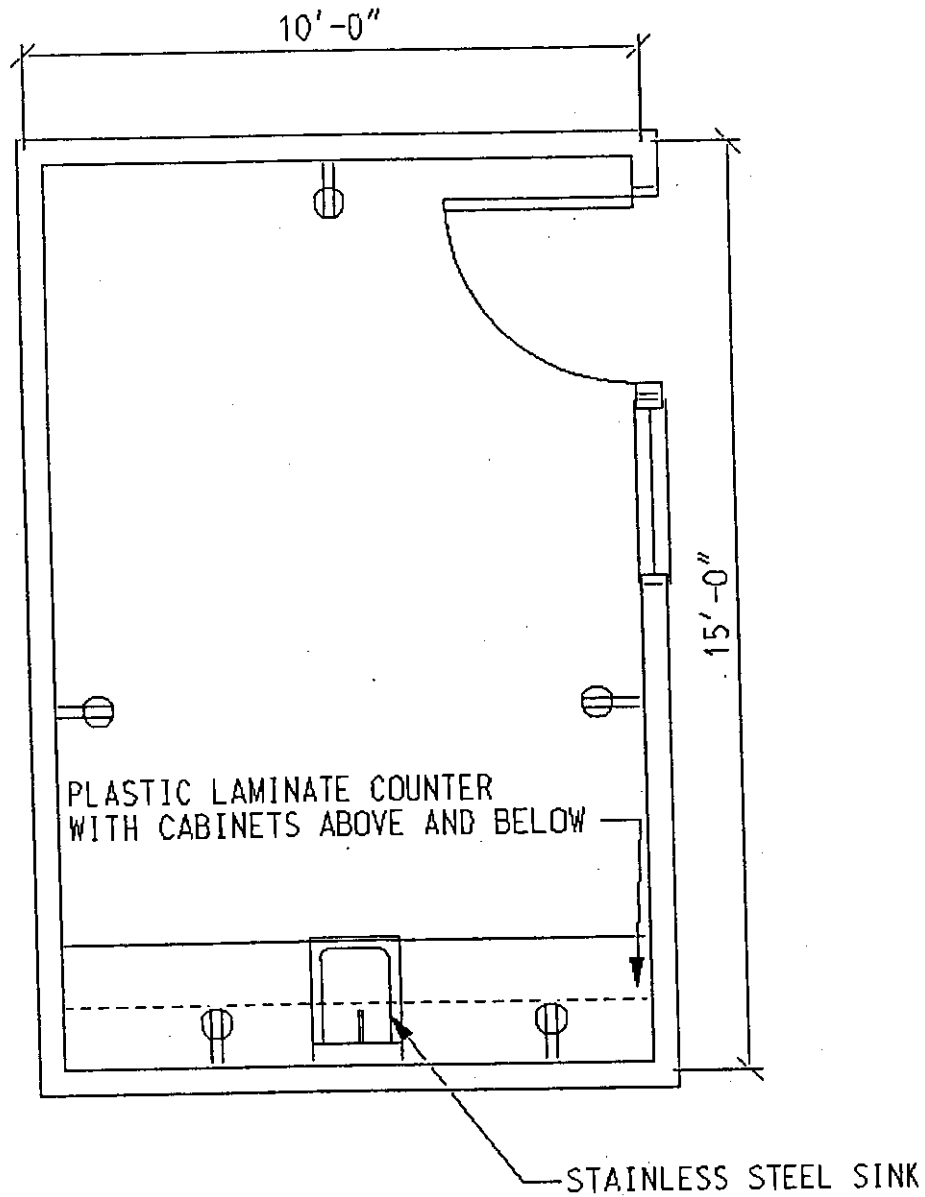
Remarks: Where ducts, registers, and other openings greater than 96 sq. inches penetrate the secure area, they shall be equipped with a screen constructed of 9-11 gauge expanded steel mesh securely bolted or riveted to the sides of the opening.

Adjacency: Must be adjacent to Hold Rooms, Deportation and Detention Unit, and Investigations Unit and separate secured access away from public areas

United States Department of Justice
Immigration and Naturalization Service
SPACE ALLOCATION STANDARDS
FOR DISTRICT AND SUB-OFFICES

Design Number: 29
Alien Processing Room
SP-3A

Square Footage: Varies



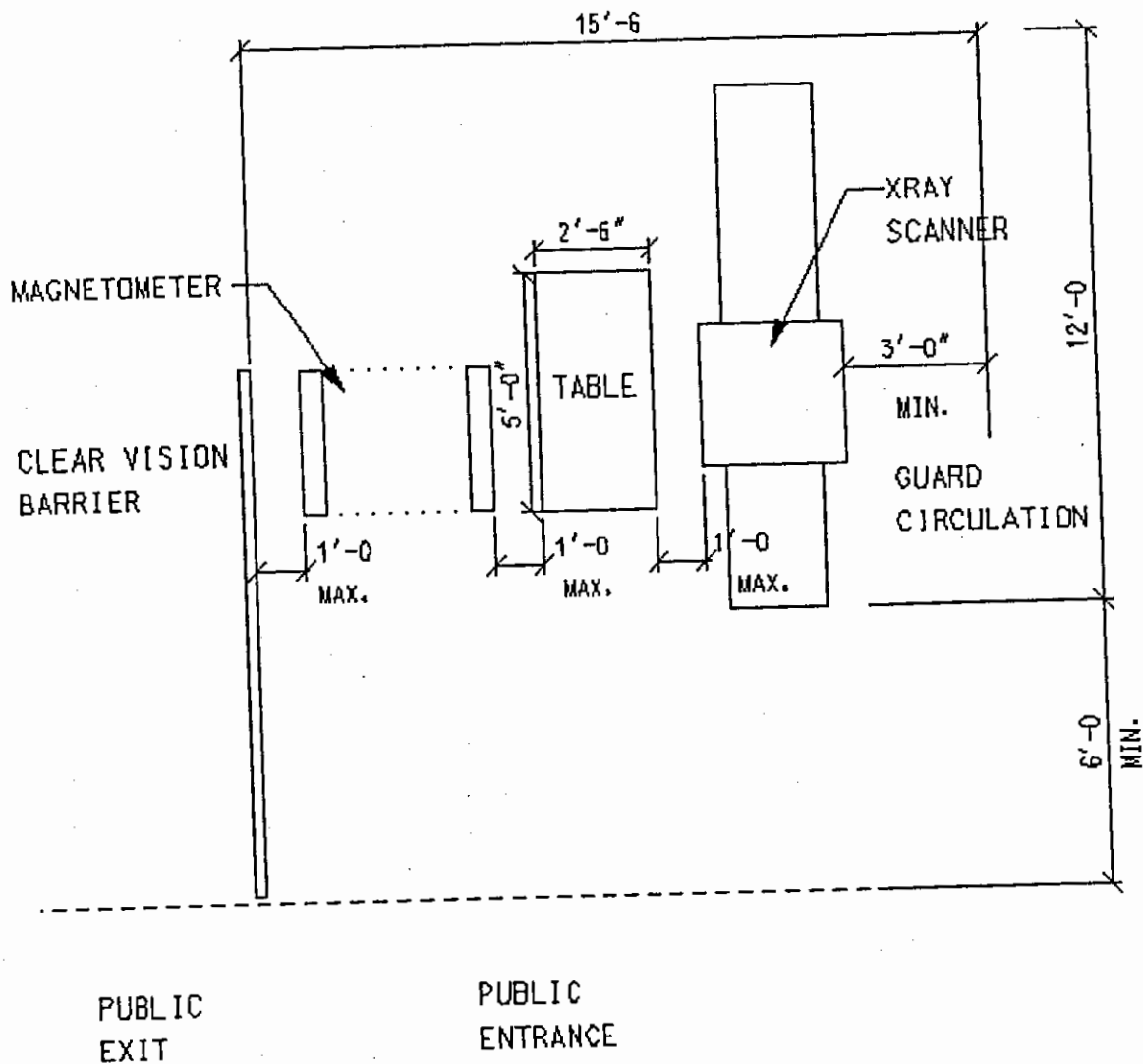
United States Department of Justice
Immigration and Naturalization Service
SPACE ALLOCATION STANDARDS
FOR DISTRICT AND SUB-OFFICES

Design Number: 34- Security Screening	Square Footage: 280
Space Classification:	Office
Normal Occupancy:	Daily, 8-10 hours
HVAC Requirements:	Per SFO
Plumbing Requirements:	
Electrical - Lighting (fc):	Per SFO
Electrical - Power:	Electrical outlets required for magnetometer, x-ray scanner
Communications/ADP:	Per SFO
Acoustic Separation (STC):	Per SFO
Interior Finishes:	Per Appendix H Interior Room Finish Schedule
Floors:	
Base:	
Walls:	
Ceilings:	
Ceiling Heights:	
Doors:	
Exterior - Hardware Sets:	
Interior - Hardware Set:	Per Appendix I Door and Hardware Schedule
Special Requirements:	Per SFO
Tenant Security:	
Special Construction:	
Walls	Clear vision barrier on egress side
Ceilings	
Other	
Additional Requirements:	
Casework (built in):	
Specialties (built in):	Clear vision barrier between public entrance and public exit
Equipment (built in):	
Furniture (Government Furnished):	
Remarks:	
Adjacency:	

United States Department of Justice
Immigration and Naturalization Service
SPACE ALLOCATION STANDARDS
FOR DISTRICT AND SUB-OFFICES

Design Number: 34
Security Screening
Office

Square Footage: 280



APPENDIX C

ADMINISTRATIVE SUPPORT SPACE

(SUPPORT AREA)

Administrative support space allocations generally require alterations necessary to meet a particular special or storage classification. For example: Administrative support space consists of physical health facilities, food service areas, structurally changed spaced to accommodate the increased floor load of large file areas, computer rooms, and conference/training facilities.

The administrative support space allocations do not include factors for access circulation to and from other workspaces or for layout inefficiencies of the final space layout.

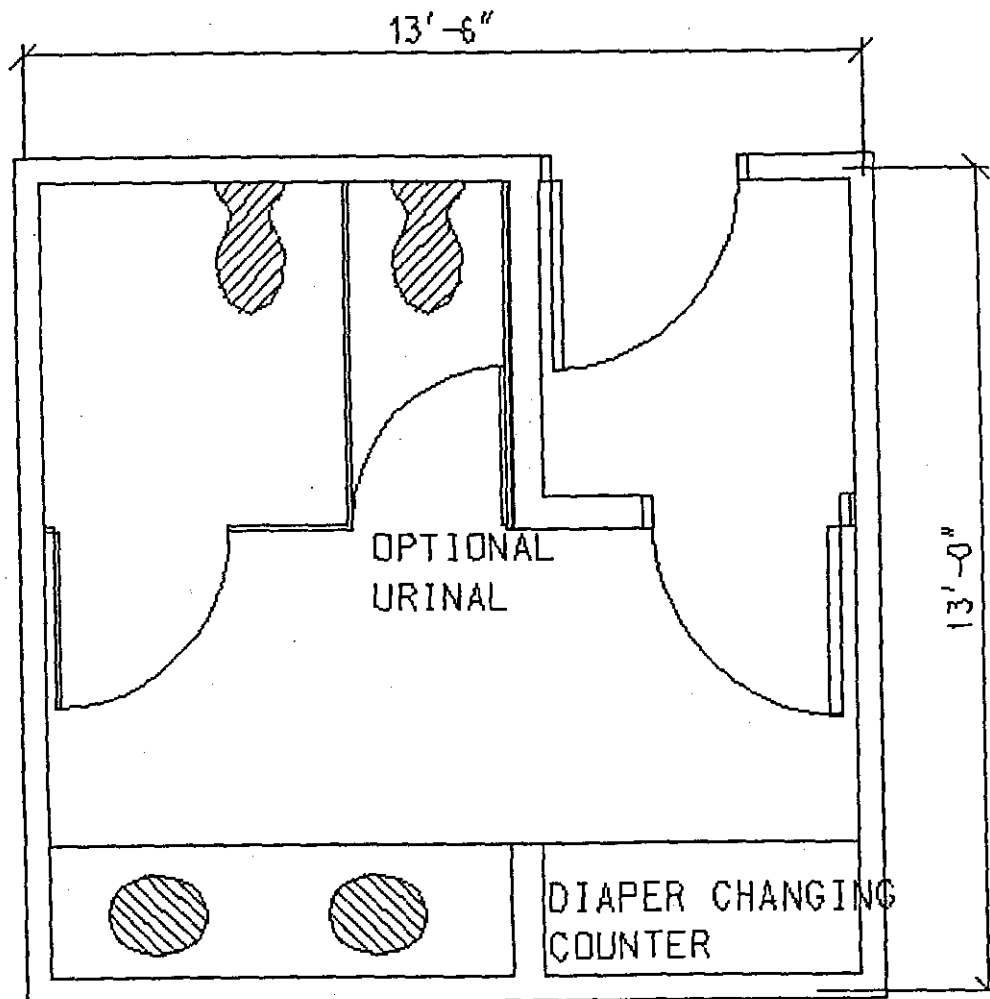
United States Department of Justice
Immigration and Naturalization Service
SPACE ALLOCATION STANDARDS
FOR DISTRICT AND SUB-OFFICES

Design Number: S-3- Visitor Restrooms	Square Footage: Varies, Min. 170
Space Classification:	SP-1B
Normal Occupancy:	Daily, 8-10 hours
HVAC Requirements:	Per SFO
Plumbing Requirements:	Per SFO
Electrical - Lighting (fc):	Per SFO
Electrical - Power:	Per SFO
Communications/ADP:	Per SFO
Acoustic Separation (STC):	Per SFO
Interior Finishes:	Per Appendix H Interior Room Finish Schedule
Floors:	
Base:	
Walls:	Ceramic tile floors and wainscoting, the top of the tile shall extend to 5' Above floor finish; Provide 13 oz. Vinyl fabric wall covering from top of Ceramic tile to ceiling
Ceilings:	
Ceiling Heights:	
Doors:	
Exterior - Hardware Sets:	
Interior - Hardware Set:	Push/pull closer
Special Requirements:	Solid core wood door
Tenant Security:	PIR sensor per plan
Special Construction:	
Walls	
Ceilings	
Other	
Additional Requirements:	
Casework (built in):	Counter for changing babies
Specialties (built in):	
Equipment (built in):	
Furniture (Government Furnished):	
Remarks: One for each gender. Satisfactory security, however, construction should be designed to eliminate concealment areas for documents, drugs, weapons, or other contraband in the ceiling, walls, or receptacles.	
Adjacency: Should be adjacent to Public Waiting Room and Public Counter Area.	

United States Department of Justice
Immigration and Naturalization Service
SPACE ALLOCATION STANDARDS
FOR DISTRICT AND SUB-OFFICES

Design Number: S-3
Visitor Restrooms
SP-1B

Square Footage: Varies
Min. 170



United States Department of Justice
Immigration and Naturalization Service
SPACE ALLOCATION STANDARDS
FOR DISTRICT AND SUB-OFFICES

Design Number: S-4 – Evidence/Secure Document Storage (ES)	Square Footage: Varies
Space Classification:	SP-3A
Normal Occupancy:	Daily, 8-10 hours
HVAC Requirements:	Per SFO
Plumbing Requirements:	Per SFO
Electrical - Lighting (fc):	Per SFO
Electrical - Power:	Per SFO
Communications/ADP:	Per SFO
Acoustic Separation (STC):	Per SFO
Interior Finishes:	Per Appendix H Interior Room Finish Schedule
Floors:	
Base:	
Walls:	
Ceilings:	
Ceiling Heights:	
Doors:	
Exterior - Hardware Sets:	
Interior - Hardware Set:	Mechanical pushbutton, electronic stand-alone or card reader access control portal lock
Special Requirements:	Solid core wood door
Tenant Security:	PIR sensor per plan
Special Construction:	
Walls	Slab to slab construction with 9-11 gauge wire mesh
Ceilings	
Other	
Additional Requirements:	
Casework (built in):	
Specialties (built in):	
Equipment (built in):	
Furniture (Government Furnished):	

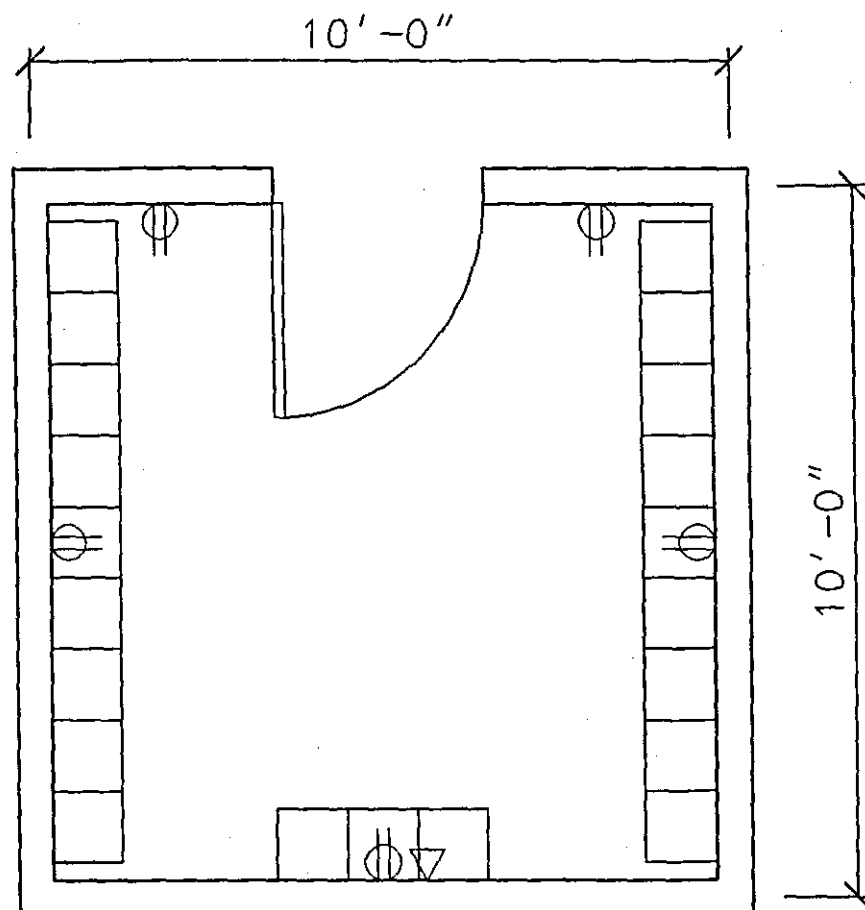
Remarks: Heat and smoke sensing devices will be tied into building's fire alarm system.

Adjacency:

United States Department of Justice
Immigration and Naturalization Service
SPACE ALLOCATION STANDARDS
FOR DISTRICT AND SUB-OFFICES

Design Number: S-4
Evidence/Secure Document Storage (ES)
SP-3A

Square Footage: Varies



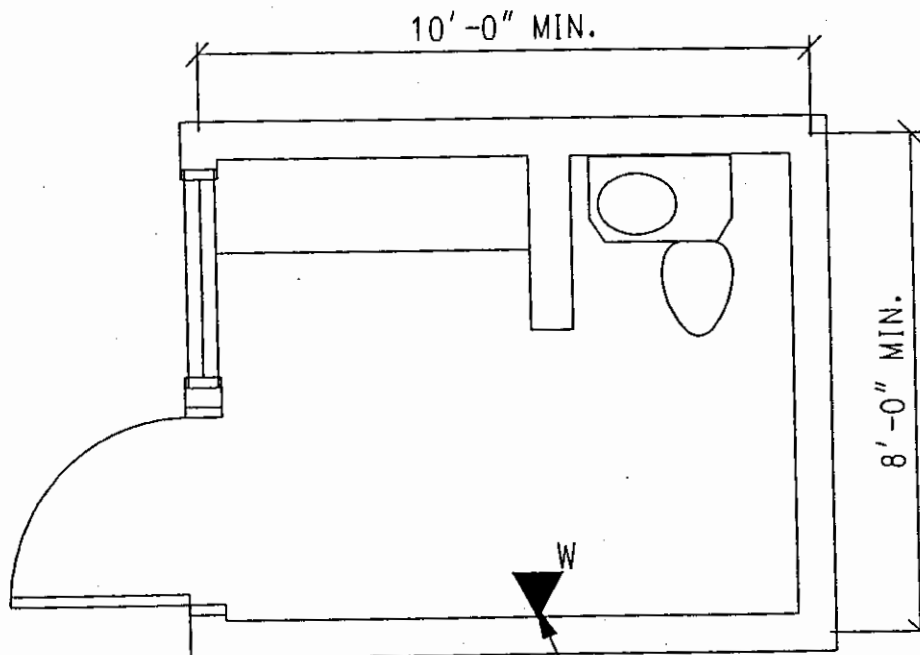
United States Department of Justice
Immigration and Naturalization Service
SPACE ALLOCATION STANDARDS
FOR DISTRICT AND SUB-OFFICES

Design Number: S-6 Male/Female Hold Rooms	Square Footage: Min. 80 sq. ft. for 7 detainees, For occupancy of 7 and above: 7 sq. ft. per detainee. 5 sq. ft. is allowed for the toilet fixture and 25 sq. ft. for an accessible turning radius.
Space Classification:	SP-3A
Normal Occupancy:	Daily, 8-10 hours
HVAC Requirements:	Per Appendix D INS Hold Room Specifications
Plumbing Requirements:	Per Appendix D INS Hold Room Specifications
Electrical - Lighting (fc):	Per Appendix D INS Hold Room Specifications
Electrical - Power:	Per Appendix D INS Hold Room Specifications
Communications/ADP:	Per Appendix D INS Hold Room Specifications
Acoustic Separation (STC):	Per Appendix D INS Hold Room Specifications
Interior Finishes:	Per Appendix D INS Hold Room Specifications
Floors:	
Base:	
Walls:	
Ceilings:	
Ceiling Heights:	
Doors:	
Exterior - Hardware Sets:	
Interior - Hardware Set:	Per Appendix D INS Hold Room Specifications
Special Requirements:	
Tenant Security:	CCTV per hold room
Special Construction:	
Walls	
Ceilings	
Other	
Additional Requirements:	
Casework (built in):	
Specialties (built in):	
Equipment (built in):	Signage stating maximum occupancy
Furniture (Government Furnished):	
Remarks: Additional toilets to be provided depending on occupancy. 1 telephone to be allotted for every 25 detainees	
Allow 7 unencumbered square feet per detainee.	
Adjacency: Adjacent to Holding Rooms and Alien Processing Area	

United States Department of Justice
Immigration and Naturalization Service
SPACE ALLOCATION STANDARDS
FOR DISTRICT AND SUB-OFFICES

Design Number: S-6
Male/Female Hold Rooms
SP-3A

Square Footage: Min. 80 sq. ft.
for 7 detainees. For occupancy
of 7 and above, allow 7 sq. ft. per
detainee. 5 sq. ft. for the toilet
fixture and 25 sq. ft. for an
accessible turning radius.



PROVIDE ONE TELEPHONE
FOR EVERY 25 DETAINEES

United States Department of Justice
Immigration and Naturalization Service
SPACE ALLOCATION STANDARDS
FOR DISTRICT AND SUB-OFFICES

Design Number: S-7 - Service Area

Square Footage: 100

Normal Occupancy:

Daily, 8-10 hours

HVAC Requirements:

Per SFO plus Exhaust Fan

Plumbing Requirements:

Double bowl stainless steel sink with single lever faucet, garbage disposal

Electrical - Lighting (fc):

Per SFO

Electrical - Power:

Duplex outlets for refrigerator and microwave, dedicated outlet for microwave, ground fault interrupter circuits

Communications/ADP:

SFO

Acoustic Separation (STC):

SFO

Above Standard Finishes:

Per Appendix H

Floors:

Base:

Walls:

Ceilings:

Ceiling Heights:

Doors:

Exterior - Hardware Sets:

Interior - Hardware Set:

Per Appendix I

Special Requirements:

Solid core wood door

Tenant Security:

Special Construction:

Walls

Ceilings

Other

Additional Requirements:

Casework (built in):

8' of plastic laminate base and wall cabinets, post form counter top

Specialties (built in):

Equipment (built in):

Furniture (Government Furnished):

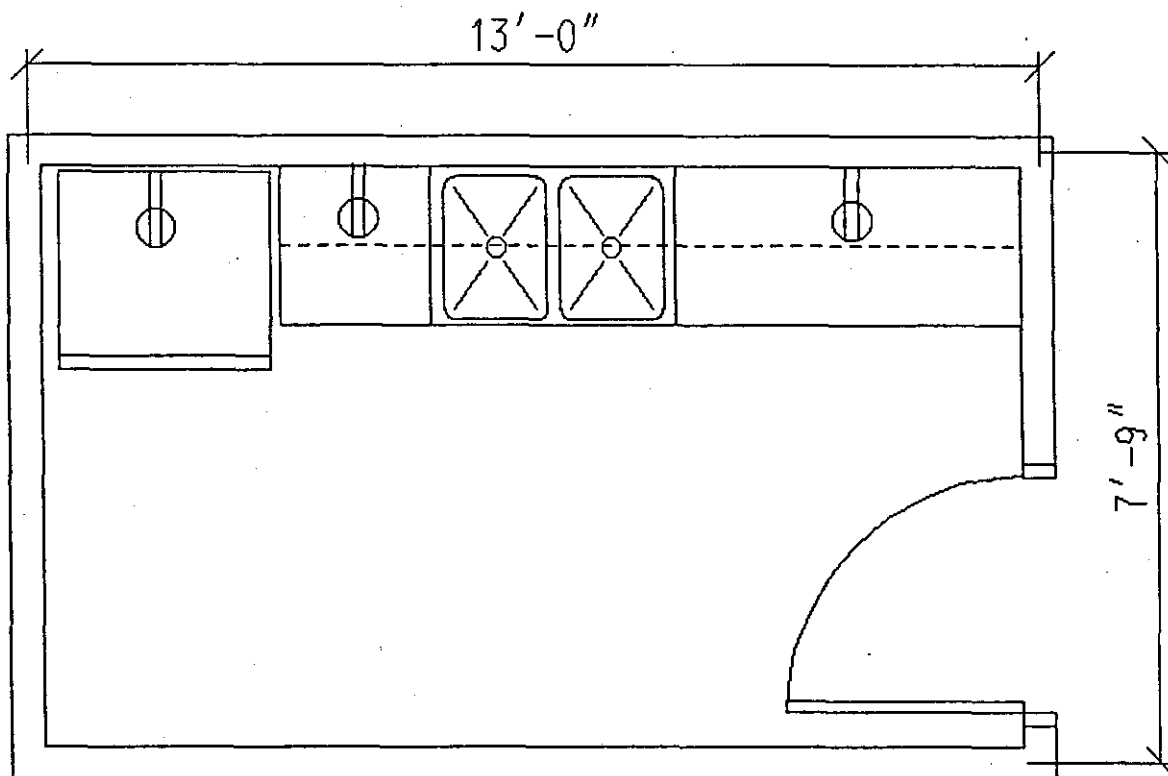
Remarks:

Adjacency: Located within the secure processing area

United States Department of Justice
Immigration and Naturalization Service
SPACE ALLOCATION STANDARDS
FOR DISTRICT AND SUB-OFFICES

Design Number: S-7
Service Area
SP-2

Square Footage: 100



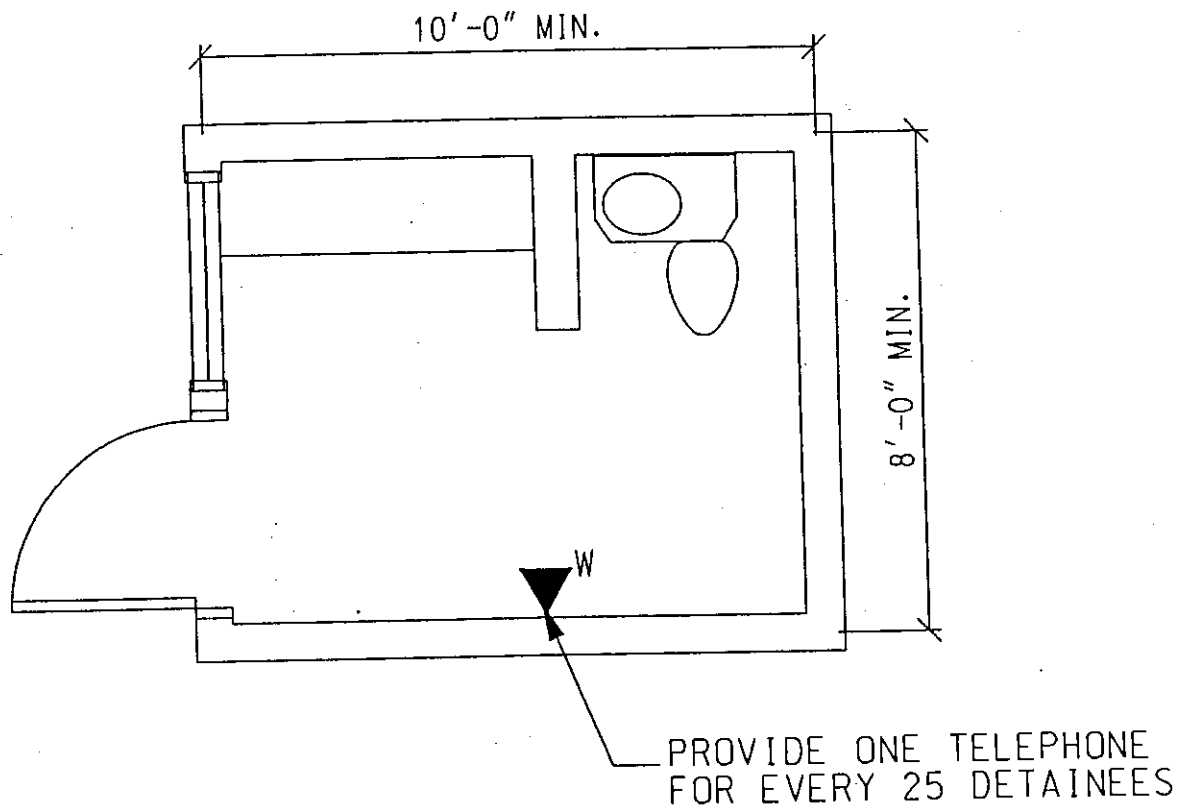
United States Department of Justice
Immigration and Naturalization Service
SPACE ALLOCATION STANDARDS
FOR DISTRICT AND SUB-OFFICES

Design Number: S-8 -Segregation Hold Room	Square Footage: 80
Space Classification:	SP-3A
Normal Occupancy:	Daily, 8-10 hours
HVAC Requirements:	Per Appendix D INS Hold Room Specifications
Plumbing Requirements:	Per Appendix D INS Hold Room Specifications
Electrical - Lighting (fc):	Per Appendix D INS Hold Room Specifications
Electrical - Power:	Per Appendix D INS Hold Room Specifications
Communications/ADP:	Per Appendix D INS Hold Room Specifications
Acoustic Separation (STC):	Per Appendix D INS Hold Room Specifications
Interior Finishes:	Per Appendix D INS Hold Room Specifications
Floors:	
Base:	
Walls:	
Ceilings:	
Ceiling Heights:	
Doors:	
Exterior - Hardware Sets:	
Interior - Hardware Set:	Per Appendix D INS Hold Room Specifications
Special Requirements:	
Tenant Security:	CCTV per hold room
Special Construction:	
Walls	
Ceilings	
Other	
Additional Requirements:	
Casework (built in):	
Specialties (built in):	
Equipment (built in):	
Furniture (Government Furnished):	
Remarks:	
Adjacency: Must be outside of sight and sound separation from other holding rooms. Must be located so as room is in full view for direct supervision.	

United States Department of Justice
Immigration and Naturalization Service
SPACE ALLOCATION STANDARDS
FOR DISTRICT AND SUB-OFFICES

Design Number: S-8
Segregation Hold Room
SP-3A

Square Footage: 80



United States Department of Justice
 Immigration and Naturalization Service
 SPACE ALLOCATION STANDARDS
 FOR DISTRICT AND SUB-OFFICES

Design Number: S-10 – Visitor's Booth **Square Footage: Min. 50. 1 per 300 sq. ft. of Hold Room**

Space Classification: SP-3A

Normal Occupancy: Daily, 8-10 hours

HVAC Requirements: Per Appendix E INS No-Contact Visitation Area Specifications

Plumbing Requirements: Per Appendix E INS No-Contact Visitation Area Specifications

Electrical - Lighting (fc): Per Appendix E INS No-Contact Visitation Area Specifications

Electrical - Power: Per Appendix E INS No-Contact Visitation Area Specifications

Communications/ADP: Per Appendix E INS No-Contact Visitation Area Specifications

Acoustic Separation (STC): Per Appendix E INS No-Contact Visitation Area Specifications

Interior Finishes: Per Appendix E INS No-Contact Visitation Area Specifications

Floors:

Base:

Walls:

Ceilings:

Ceiling Heights:

Doors:

Exterior - Hardware Sets:

Interior - Hardware Set:

Per Appendix E INS No-Contact Visitation Area Specifications

Special Requirements:

Tenant Security:

Special Construction:

Walls

Ceilings

Other

Additional Requirements:

Casework (built in):

Specialties (built in):

Equipment (built in):

Furniture (Government Furnished):

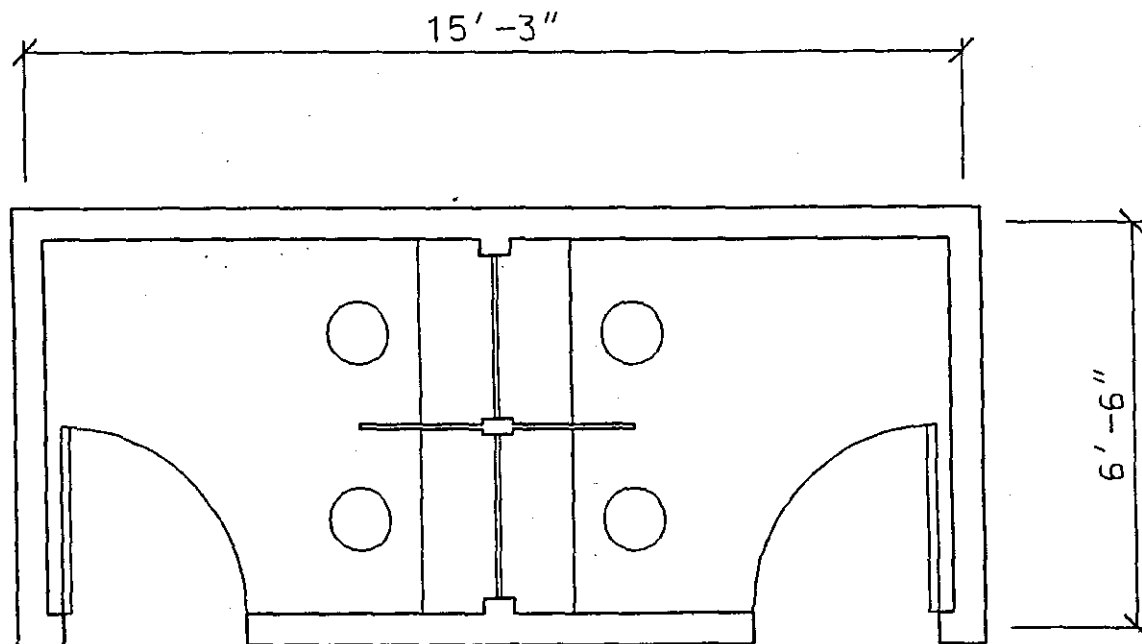
Remarks:

Adjacency:

United States Department of Justice
Immigration and Naturalization Service
SPACE ALLOCATION STANDARDS
FOR DISTRICT AND SUB-OFFICES

Design Number: S-10
Visitors Booth
SP-3A

Square Footage: Min. 50
1 per 300 sq. ft. of Hold Room



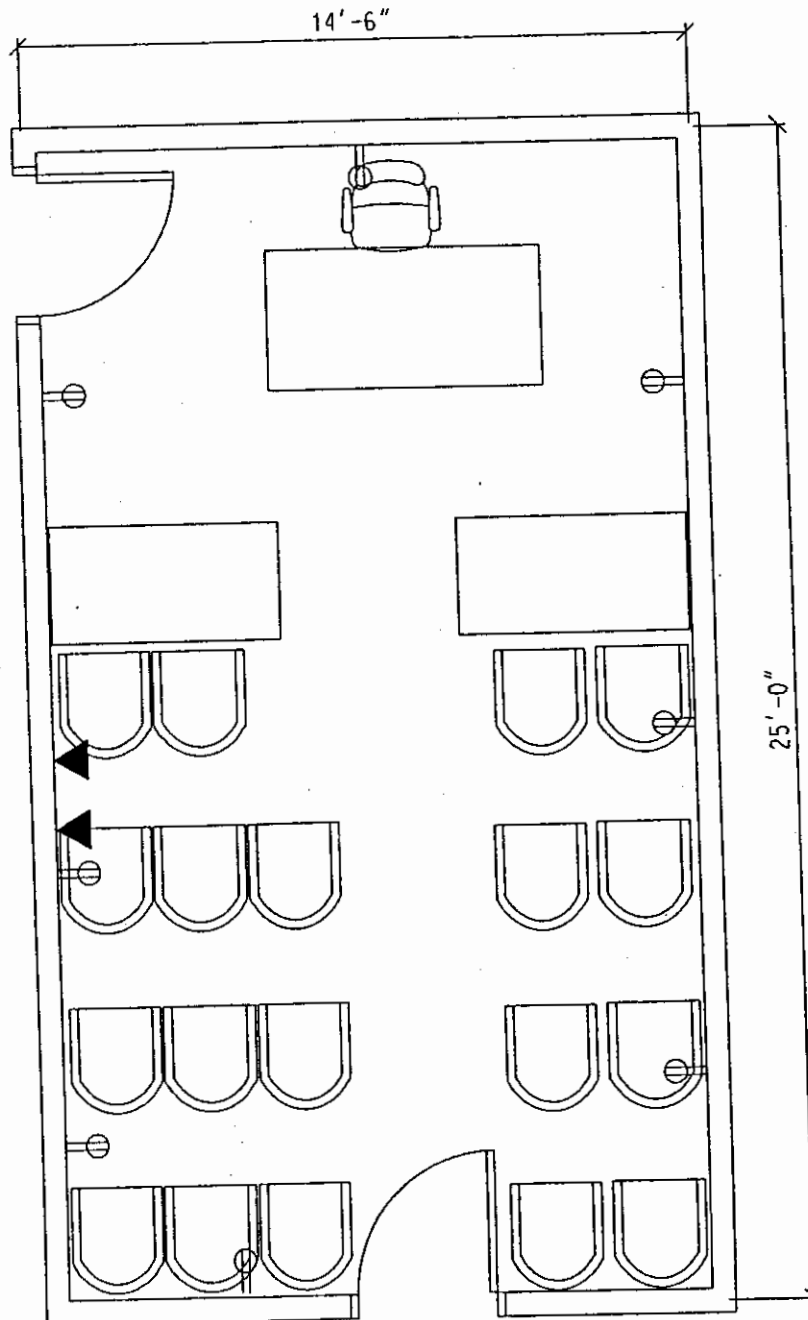
United States Department of Justice
Immigration and Naturalization Service
SPACE ALLOCATION STANDARDS
FOR DISTRICT AND SUB-OFFICES

Design Number: S-11- Multipurpose Hearing Rooms	Square Footage: Min. 350, Max. 500
Space Classification:	SP-5A
Normal Occupancy:	Daily, 8-10 hours
HVAC Requirements:	Separately zoned HVAC with thermostat
Plumbing Requirements:	Per SFO
Electrical - Lighting (fc):	Per SFO
Electrical - Power:	Per SFO
Communications/ADP:	Minimum of two telephone lines
Acoustic Separation (STC):	STC 45
Interior Finishes:	Per Appendix H Interior Room Finish Schedule
Floors:	
Base:	
Walls:	
Ceilings:	
Ceiling Heights:	
Doors:	
Exterior - Hardware Sets:	
Interior - Hardware Set:	Mechanical push button, electronic stand-alone or card reader access control portal locks
Special Requirements:	Solid core wood door
Tenant Security:	Duress alarm, location to be determined
Special Construction:	
Walls	
Ceilings	
Other	
Additional Requirements:	
Casework (built in):	
Specialties (built in):	
Equipment (built in):	
Furniture (Government Furnished):	
Remarks:	Duress alarm location should be in close proximity of judge's area.
Adjacency:	Near Deportation and Detention Unit

United States Department of Justice
Immigration and Naturalization Service
SPACE ALLOCATION STANDARDS
FOR DISTRICT AND SUB-OFFICES

Design Number: S-11
Multi - purpose
SP-5A

Square Footage: Min. 350,
Max. 500



United States Department of Justice
Immigration and Naturalization Service
SPACE ALLOCATION STANDARDS
FOR DISTRICT AND SUB-OFFICES

Design Number: S-12 – Weapons Vault, Firearms/Ammunition Storage	Square Footage: Varies
Space Classification:	SP-3A
Normal Occupancy:	Daily, 8-10 hours
HVAC Requirements:	Per Appendix G Armory Standards
Plumbing Requirements:	Per Appendix G Armory Standards
Electrical - Lighting (fc):	Per Appendix G Armory Standards
Electrical - Power:	Per Appendix G Armory Standards
Communications/ADP:	Per Appendix G Armory Standards
Acoustic Separation (STC):	Per Appendix G Armory Standards
Interior Finishes:	Per Appendix G Armory Standards
Floors:	
Base:	
Walls:	
Ceilings:	
Ceiling Heights:	
Doors:	
Exterior - Hardware Sets:	
Interior - Hardware Set:	Per Appendix I Door and Hardware Schedule
Special Requirements:	
Tenant Security:	PIR sensors per plan
Special Construction:	
Walls	9-11 gauge expanded steel mesh or 14-16 gauge sheet metal secured to metal or wood studs and covered on both sides with 5/8" gypsum wall board or slab-to-slab partition constructed of reinforced 8" masonry. Reinforcing shall be installed horizontally at 16" on center and vertically at 24" on center. All masonry shall include lintels.
Ceilings	Where ducts, registers, and other openings greater than 96 sq. inches penetrate the secure area, they shall be equipped with a screen constructed of 9-11 gauge expanded steel mesh securely bolted or riveted to the sides of the opening.
Other	Floor: VCT tile; if concrete floors and ceiling do not exist, install 9-11 gauge expanded steel mesh or 14-16 gauge sheet metal to floor and ceiling. The ceiling that is exposed to view shall be a suspended ceiling. Floor to support a live load of 150 lb. Per square foot.
Additional Requirements:	
Casework (built in):	
Specialties (built in):	
Equipment (built in):	

Furniture (Government Furnished):

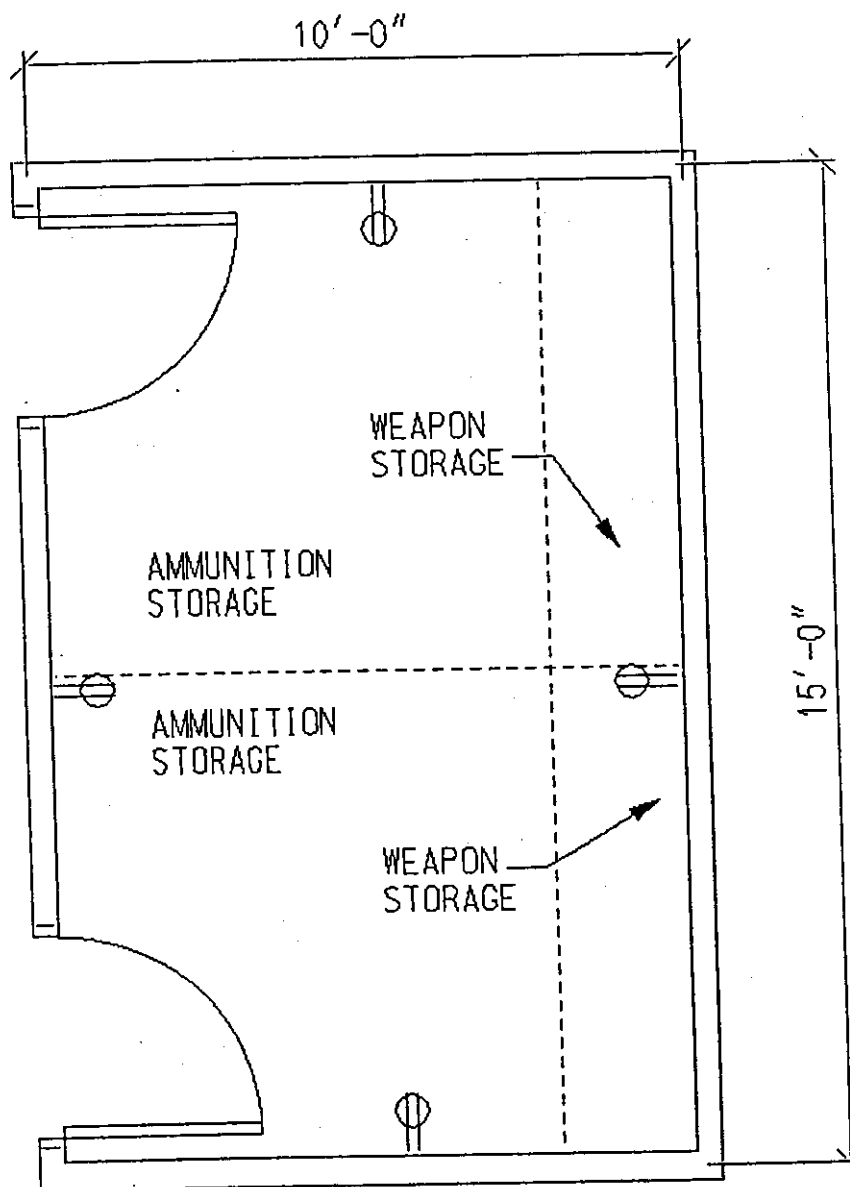
Remarks: Weapons must be segregated from ammunition and must also be segregated by program within the firearms/ammunition storage. The vault or storage room may be subdivided to accommodate multiple program storage requirements. Any such subdivision shall conform to the construction specifications outlined in the Construction Requirements for Armories, Appendix G shall be further subdivided to maintain segregation of firearms and ammunition utilizing the same specifications listed. The door to each program's storage area shall be equipped with a high security lock over which they have sole control of any key or access. Refer to Appendix I Door and Hardware Schedules for lock and hardware specifications.

Adjacency: Not to be accessed through secure detainee occupied areas

United States Department of Justice
Immigration and Naturalization Service
SPACE ALLOCATION STANDARDS
FOR DISTRICT AND SUB-OFFICES

Design Number: S-12
Weapons Vault
Firearms/Ammunition Storage
SP-3A

Square Footage: Varies



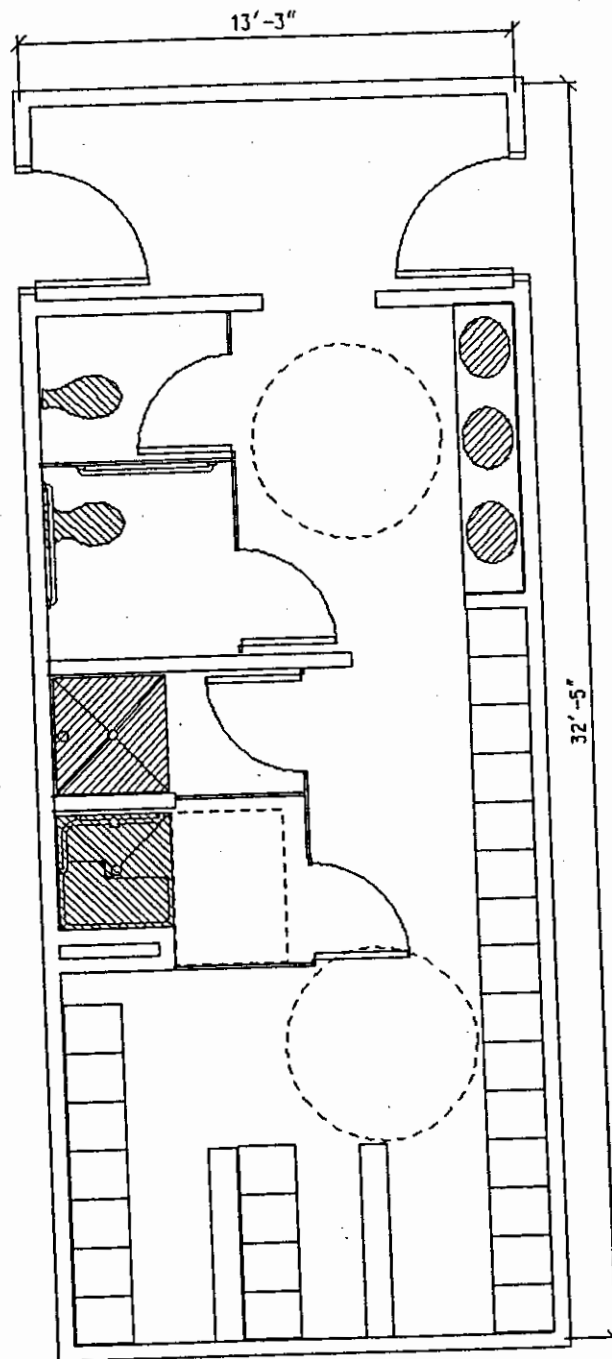
United States Department of Justice
Immigration and Naturalization Service
SPACE ALLOCATION STANDARDS
FOR DISTRICT AND SUB-OFFICES

Design Number: S-15 – Men's/Women's Locker Room	Square Footage: Varies
Space Classification:	SP-1B
Normal Occupancy:	Daily, 8-10 hours
HVAC Requirements:	Ventilation/exhaust fans
Plumbing Requirements:	Sinks and Shower Stalls
Electrical - Lighting (fc):	Per SFO
Electrical - Power:	Duplex electrical outlets
Communications/ADP:	Per SFO
Acoustic Separation (STC):	Per SFO
Interior Finishes:	
Floors:	
Base:	
Walls:	
Ceilings:	
Ceiling Heights:	
Doors:	
Exterior - Hardware Sets:	
Interior - Hardware Set:	Per Appendix I Door and Hardware Schedule, keyless entry system (if accessible from public corridor)
Special Requirements:	Solid core wood door with push and pull closer
Tenant Security:	
Special Construction:	
Walls	
Ceilings	
Other	
Additional Requirements:	
Casework (built in):	
Specialties (built in):	Mirrors
Equipment (built in):	Shared Lockers
Furniture (Government Furnished):	
Remarks:	
Adjacency: One for each gender	

United States Department of Justice
Immigration and Naturalization Service
SPACE ALLOCATION STANDARDS
FOR DISTRICT AND SUB-OFFICES

Design Number: S-15
Men's/Women's Locker Room
SP-1B

Square Footage: Varies



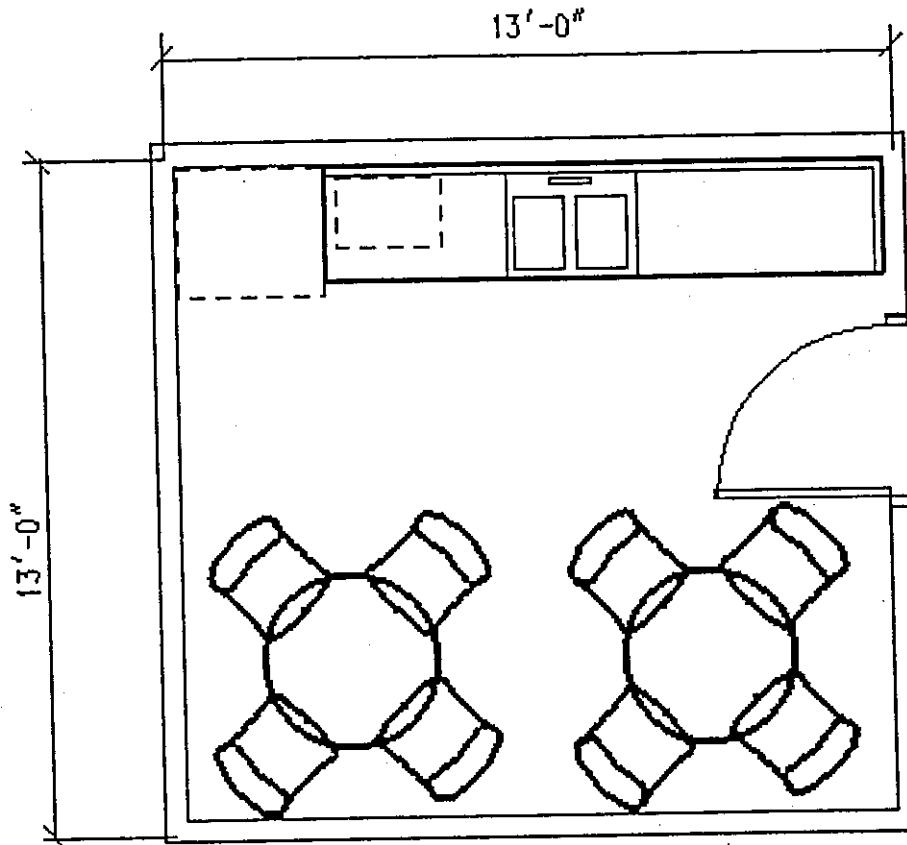
United States Department of Justice
Immigration and Naturalization Service
SPACE ALLOCATION STANDARDS
FOR DISTRICT AND SUB-OFFICES

Design Number: S-16 – Break Room	Square Footage: Min. 150, 2 sq. ft. per employee
Space Classification:	Office/SP-2
Normal Occupancy:	Daily, 8-10 hours
HVAC Requirements:	Per SFO, exhaust fan for room
Plumbing Requirements:	Double bowl stainless steel kitchen sink with garbage disposal mounted within a 8' base cabinet
Electrical - Lighting (fc):	Per SFO
Electrical - Power:	Electrical outlets for refrigerator and microwave. Dedicated duplex outlets for microwave oven and vending machine. Two ground fault convenience duplex outlets at the counter
Communications/ADP:	Per SFO
Acoustic Separation (STC):	Per SFO
Interior Finishes:	Per Appendix H Interior Room Finish Schedule
Floors:	
Base:	
Walls:	
Ceilings:	
Ceiling Heights:	
Doors:	
Exterior - Hardware Sets:	
Interior - Hardware Set:	Per Appendix I Door and Hardware Schedule
Special Requirements:	Solid core wood door
Tenant Security:	
Special Construction:	
Walls	
Ceilings	
Other	
Additional Requirements:	
Casework (built in):	8' base cabinet with plastic laminate postform counter and 12'-6" of wall cabinets; all cabinets to be plastic laminate; upper cabinet with integral lock
Specialties (built in):	
Equipment (built in):	
Furniture (Government Furnished):	
Remarks:	SP-2 cleaning provided by GSA. Provide and install cable television or satellite dish and cable system.
Adjacency:	Vending facilities, if necessary, are to be provided per the SFO.

United States Department of Justice
Immigration and Naturalization Service
SPACE ALLOCATION STANDARDS
FOR DISTRICT AND SUB-OFFICES

Design Number: S-16
Break Room
SP-2

Square Footage: Min. 150
2 sq. ft. per employee



United States Department of Justice
Immigration and Naturalization Service
SPACE ALLOCATION STANDARDS
FOR DISTRICT AND SUB-OFFICES

Design Number: S-17 – Conference/Training Room	Square Footage: Min. 300, 5 sq. ft. per employee
Space Classification:	SP-5A
Normal Occupancy:	Daily, 8-10 hours
HVAC Requirements:	Separately zoned HVAC. Provide supply and return each side of dividing partition.
Plumbing Requirements:	
Electrical - Lighting (fc):	Dimmer switch. Eyeball incandescent light on separate switch
Electrical - Power:	Per SFO
Communications/ADP:	Ceiling speakers
Acoustic Separation (STC):	Per SFO
Interior Finishes:	Per Appendix H Interior Room Finish Schedule
Floors:	
Base:	
Walls:	
Ceilings:	
Ceiling Heights:	
Doors:	
Exterior - Hardware Sets:	
Interior - Hardware Set:	Per Appendix I Door and Hardware Schedule with minimum 1" throw deadbolt lock
Special Requirements:	Solid core wood door
Tenant Security:	
Special Construction:	
Walls	Chair rail. Include blocking in wall for marker board and projection screen
Ceilings	
Other	Folding partitions
Additional Requirements:	
Casework (built in):	
Specialties (built in):	Blocking in wall to accommodate marker board and projection screen
Equipment (built in):	
Furniture (Government Furnished):	Marker board and projection screen to be provided as government furnished equipment

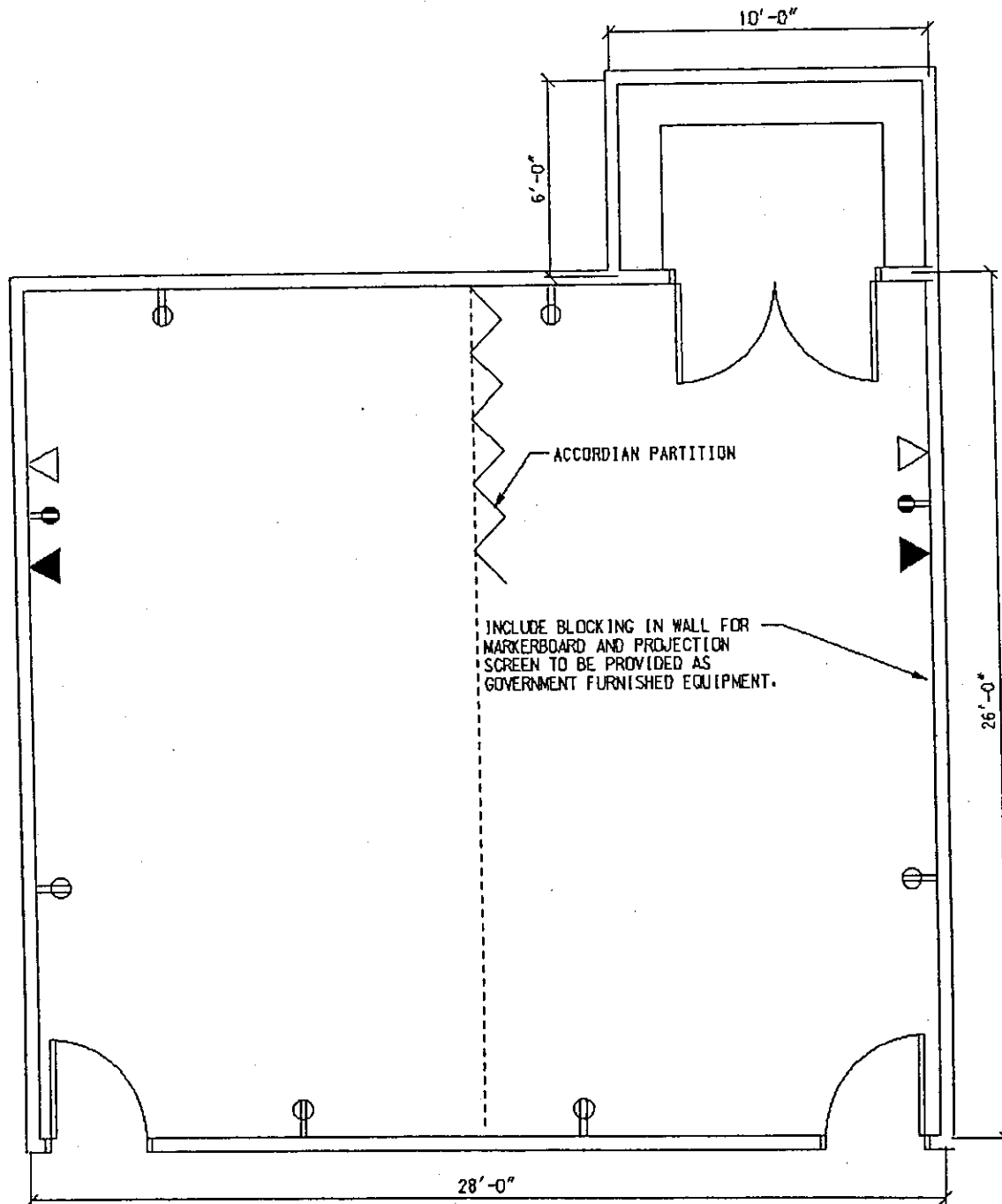
Remarks: Coat closet of 30 square feet with a shelf and a single door with a lock. Provide and install cable television or
satellite dish and cable system.

Adjacency:

United States Department of Justice
Immigration and Naturalization Service
SPACE ALLOCATION STANDARDS
FOR DISTRICT AND SUB-OFFICES

Design Number: S-17
Conference/Training Room
SP-5A

Square Footage: Min. 300
5 sq. ft per employee



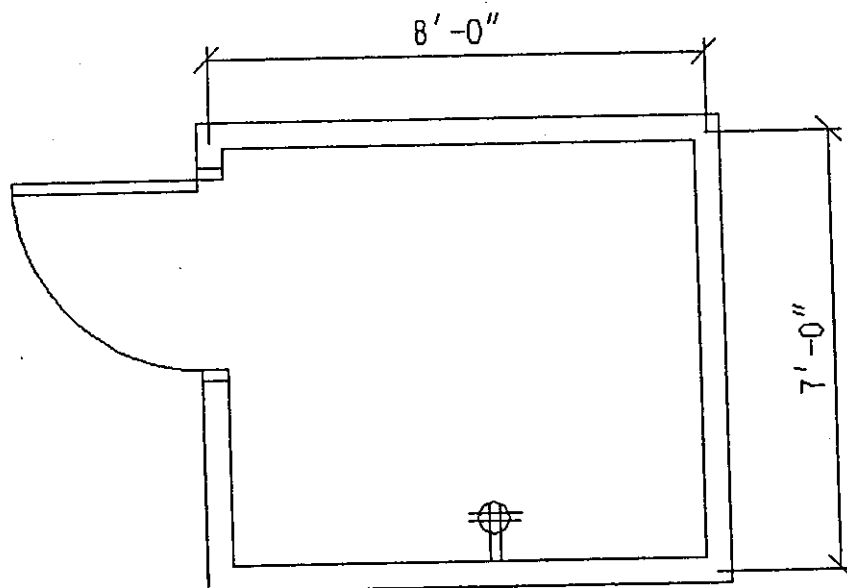
United States Department of Justice
Immigration and Naturalization Service
SPACE ALLOCATION STANDARDS
FOR DISTRICT AND SUB-OFFICES

Design Number: S-18 – Remote Wiring Closet/PBX Equipment/Telephone Room	Square Footage: Min. 75
Space Classification:	SP-4
Normal Occupancy:	Daily, 8-10 hours
HVAC Requirements:	Dedicated self-contained separately zoned HVAC with humidity control. Temperature range: 65F to 85F, Humidity: 20% - 60% max., non-condensing, Altitude: 3024m (10,000 ft), Operation 24 hrs, 7 days per week
Plumbing Requirements:	No risers in partitions of overhead.
Electrical - Lighting (fc):	Provide lighting per ANSI.
Electrical - Power:	2 - 20 amp dedicated circuits with 2 quad outlets each. 8 grounded outlets per circuit. A certified electrical ground and bus shall be installed into each closet for communications equipment grounding and be connected to a dedicated building ground that is compliant with the ANSI/TIA/EIA 607.
Communications/ADP:	Per SFO
Acoustic Separation (STC):	Per SFO
Interior Finishes:	Per Appendix H Interior Room Finish Schedule
Floors:	
Base:	
Walls:	
Ceilings:	
Ceiling Heights:	
Doors:	
Exterior - Hardware Sets:	
Interior - Hardware Set:	Per Appendix I Door and Hardware Schedule with minimum mechanical push button
Special Requirements:	Hollow core metal door, outward swing. No closer unless spec. by code.
Tenant Security:	
Special Construction:	
Walls	Slab to slab partitions, 3/4" fire retardant painted plywood for walls. Size and quantity to be determined.
Ceilings	
Other	
Additional Requirements:	
Casework (built in):	
Specialties (built in):	
Equipment (built in):	
Furniture (Government Furnished):	
Remarks: Telephone closets are to be 8' – 9' where new closets are constructed. Provide a min. of one closet per 16,000 sq. ft. Sprinkler system should be zoned not to go off in this room if allowed by codes.	
Adjacency: One closet per 16,000 square feet. In multi-story buildings, closets must be vertically stacked.	

United States Department of Justice
Immigration and Naturalization Service
SPACE ALLOCATION STANDARDS
FOR DISTRICT AND SUB-OFFICES

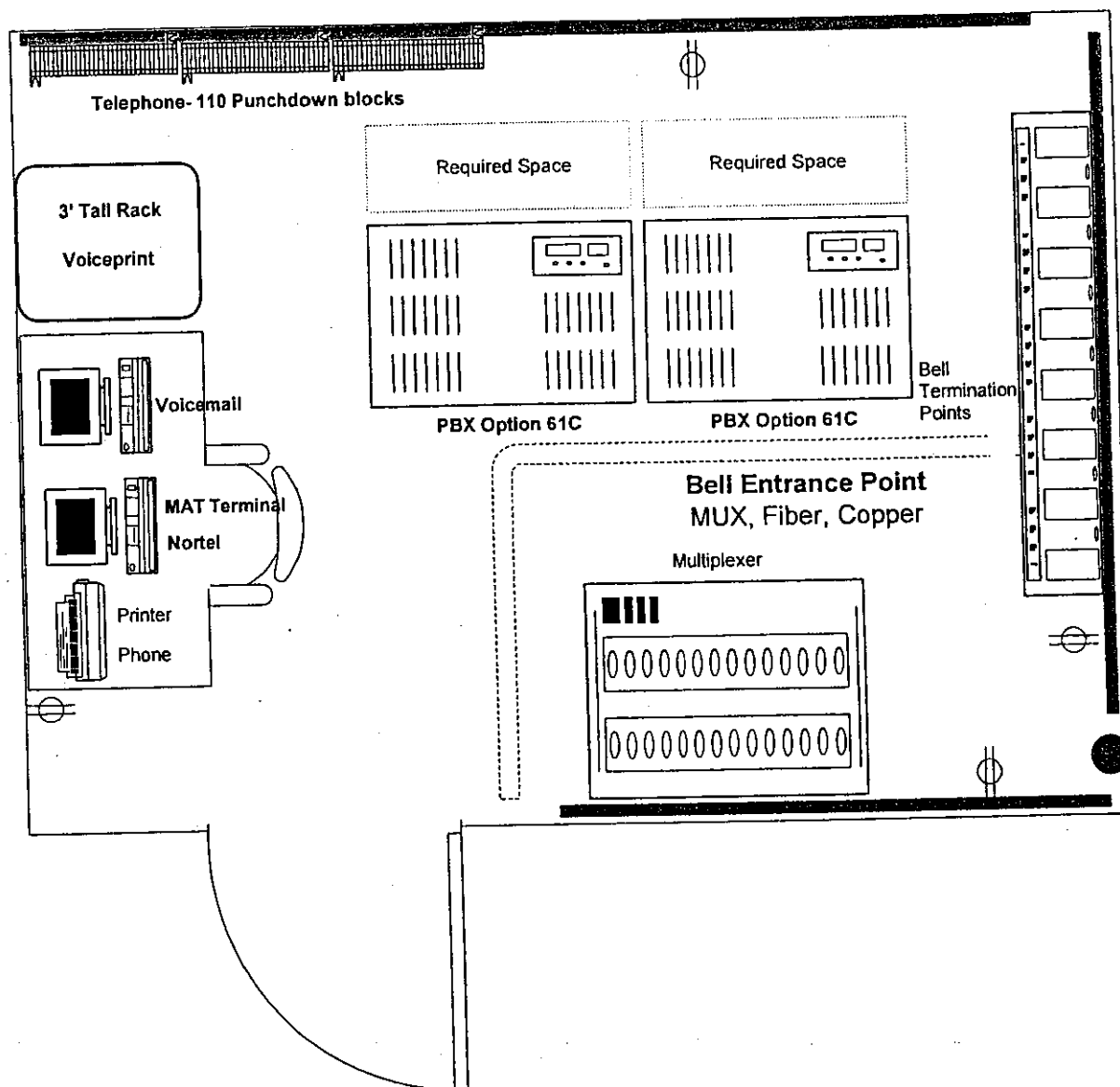
Design Number: S-18
Remote Wiring Closet, PBX Equipment/Telephone Room
SP-4

Square Footage: Min. 75



PBX Equipment/Telephone Room

10' x 14' Telephone Room Only



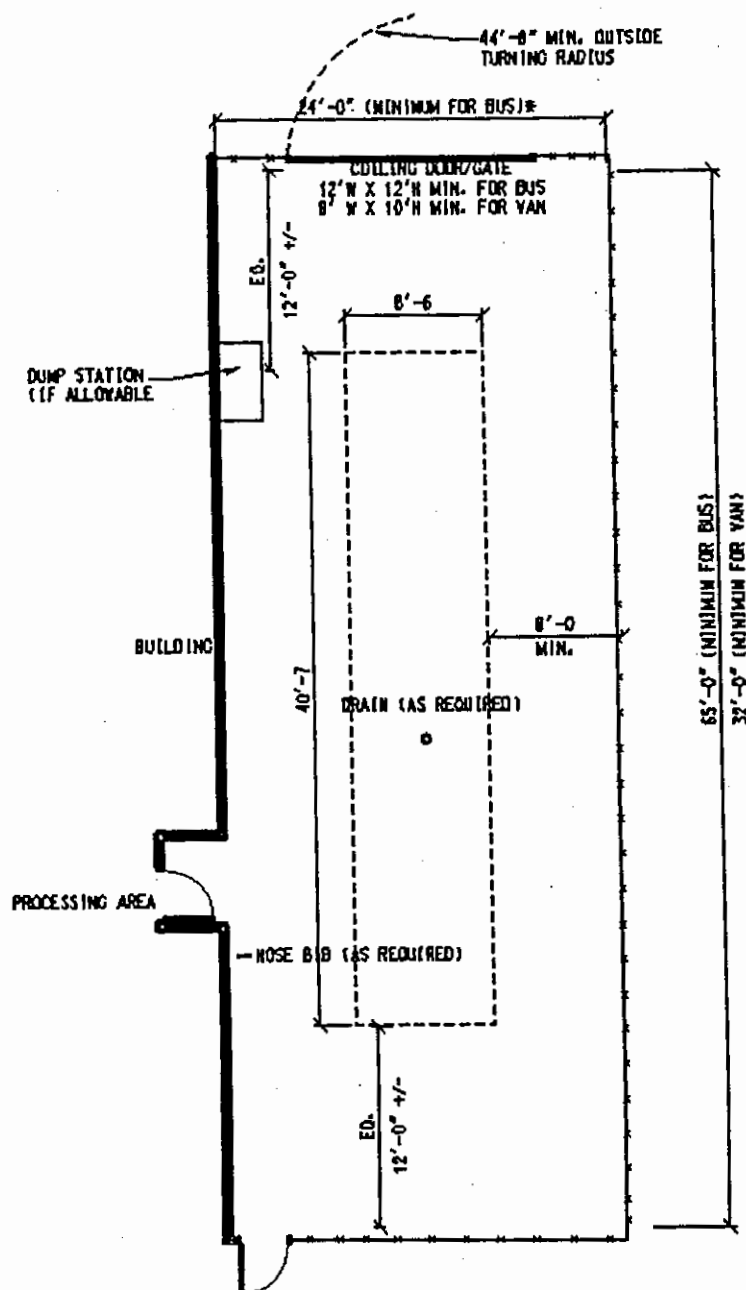
United States Department of Justice
Immigration and Naturalization Service
SPACE ALLOCATION STANDARDS
FOR DISTRICT AND SUB-OFFICES

Design Number: S-19 – Sallyport	Square Footage: 1,560 min. for bus as INS Standard, 600 min. for van if preferred
Space Classification:	SP-6
Normal Occupancy:	Daily, 8-10 hours
HVAC Requirements:	Per SFO
Plumbing Requirements:	Hose bib and floor drain (frost free if required)
Electrical - Lighting (fc):	Instant on lighting with a light level of 30 foot candles
Electrical - Power:	Per SFO
Communications/ADP:	Per SFO
Acoustic Separation (STC):	Per SFO
Interior Finishes:	
Floors:	Sealed concrete or bituminous paving
Base:	
Walls:	
Ceilings:	
Ceiling Heights:	
Doors:	
Exterior - Hardware Sets:	
Interior - Hardware Set:	Mechanical pushbutton, electronic stand-alone or card reader access Control portal lock
Special Requirements:	12' wide mechanically operated lockable gate
Tenant Security:	CCTV per plan
Special Construction:	
Walls	
Ceilings	
Other	Space must be secured with a chain link fence to be attached to underside of metal canopy cover. Sewage dump station to be provided where allowed.
Additional Requirements:	
Casework (built in):	
Specialties (built in):	
Equipment (built in):	
Furniture (Government Furnished):	
Remarks:	Privacy screening to be provided as required. Anti-climb mesh on inside of fence and gate. Space shall be located within the secure government vehicle parking area. A drive through sallyport is preferred but is not required.
Adjacency:	Bus must have clear entrance to Sallyport and direct, protected access to the D&D Area (dedicated elevator if on other than the ground floor). The entrance to the Sallyport must be paved with an adequate thickness and composition to support the weight of the van or bus that will use the facility. Geometric features and clearances, including the inside and outside turning radius for the vehicles will be provided to GSA depending on the vehicles owned or used by the INS. The approach and exit must be clearly marked and wheel stops provided.

United States Department of Justice
 Immigration and Naturalization Service
 SPACE ALLOCATION STANDARDS
 FOR DISTRICT AND SUB-OFFICES

Design Number: S-19
 Sallyport SP-6

Square Footage: 1,560 min. for bus
 600 min. for van



* BASED ON 40'-7" LONG BY 8'-6" WIDE
 BY 11'-7" HIGH MCI MODEL 10203 MOTOR COACH
 GROSS VEHICLE WEIGHT 44,400 LBS.

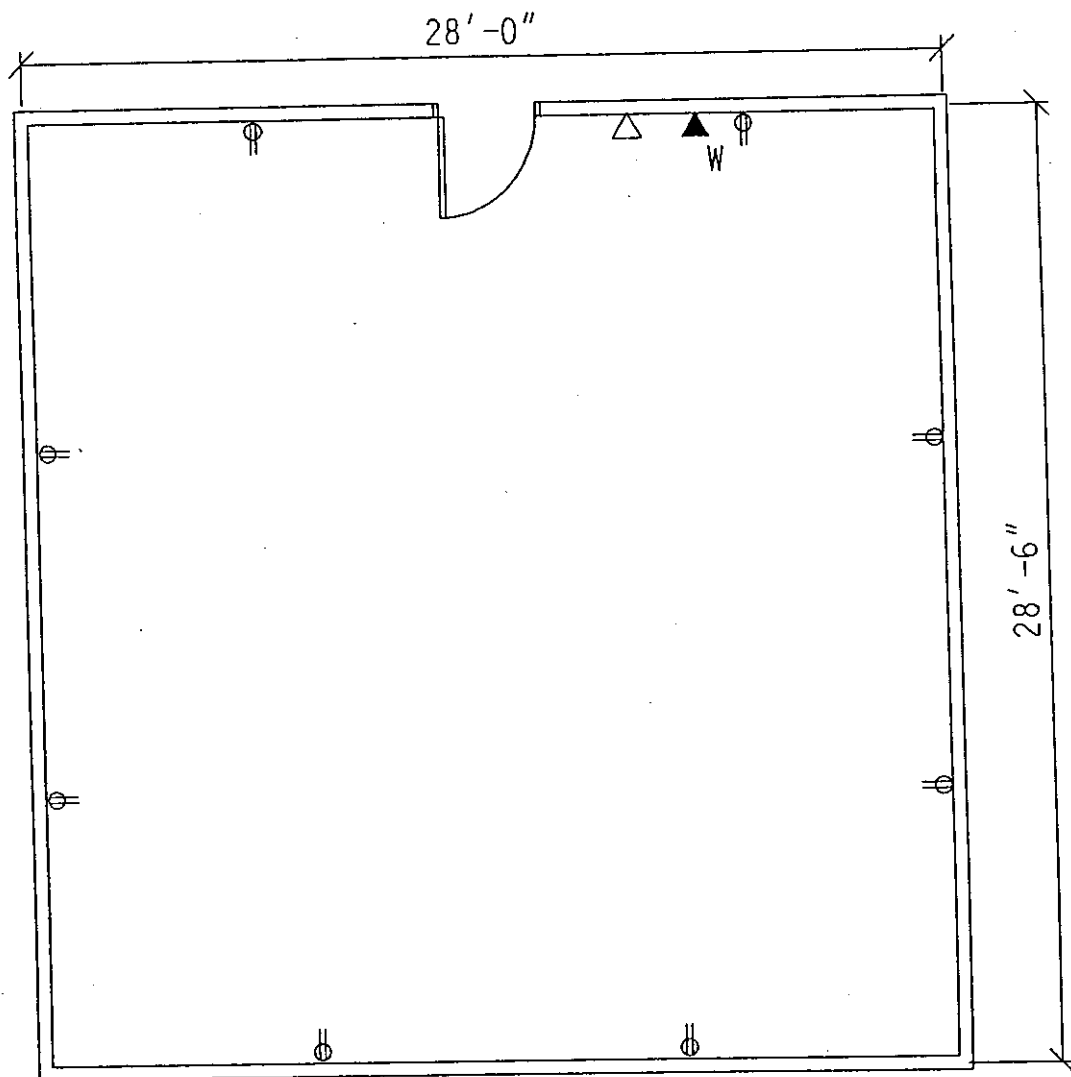
United States Department of Justice
Immigration and Naturalization Service
SPACE ALLOCATION STANDARDS
FOR DISTRICT AND SUB-OFFICES

Design Number: S-20 – Bulk Storage	Square Footage: Min. 800, 15 sq. ft per employee
Space Classification:	ST-1/Office
Normal Occupancy:	Daily, 8-10 hours
HVAC Requirements:	Per SFO
Plumbing Requirements:	
Electrical - Lighting (fc):	Per SFO
Electrical - Power:	Per SFO
Communications/ADP:	Per SFO
Acoustic Separation (STC):	Per SFO
Interior Finishes:	Per Appendix H Interior Room Finish Schedule
Floors:	Sealed concrete floor (if ST-1), vinyl tile (if Office)
Base:	
Walls:	
Ceilings:	
Ceiling Heights:	
Doors:	
Exterior - Hardware Sets:	
Interior - Hardware Set:	Per Appendix I Door and Hardware Schedule with minimum 1" throw deadbolt
Special Requirements:	Solid core wood doors or other doors appropriate to finish of space (door openings shall be wide enough to allow the passage of hand Trucks; minimum width 4'-0", double doors with flushbolts)
Tenant Security:	PIR sensors per plan
Special Construction:	
Walls	Slab to slab, wire mesh partitioning or some other method of securing space
Ceilings	
Other	Floor loading of 150 lb. per sq. ft
Additional Requirements:	
Casework (built in):	
Specialties (built in):	
Equipment (built in):	
Furniture (Government Furnished):	
Remarks:	
Adjacency: If necessary, locate next to loading dock and freight elevator.	

United States Department of Justice
Immigration and Naturalization Service
SPACE ALLOCATION STANDARDS
FOR DISTRICT AND SUB-OFFICES

Design Number: S-20
Bulk Storage
ST-1/Office

Square Footage: Min. 800
15 sq. ft. per employee



APPENDIX H

**IMMIGRATION AND NATURALIZATION SERVICE
UNITED STATES DEPARTMENT OF JUSTICE**

INTERIOR ROOM FINISH SCHEDULE

FACILITES AND ENGINEERING BRANCH

ROOM FINISH SCHEDULE INS SPACE ALLOCATION STANDARDS

PART 1 – GENERAL

FLOOR

CT	Ceramic Tile	CT-1	Unglazed ceramic tile
QT	Quarry Tile	QT	Quarry tile
TZ	Terrazzo	TZ	Terrazzo
VCT	Vinyl Composition Tile		
	VCT-1	Standard grade vinyl composition tile	
	VCT-2	Chemical resistant vinyl composition tile	
	VCT-3	Anti-Static vinyl composition tile	
CPT	Carpet		
	CPT-1	26 oz. Carpet, per SFO	
	CPT-2	36 oz Carpet,	
AF	Access Flooring		
CS	Concrete, Sealed		

BASE

RB	Resilient Vinyl Base
CT	Ceramic Mosaic Tile
	CT-1 Unglazed ceramic tile,
	CT-2 Glazed ceramic tile base
QT	Quarry Tile
	QT Quarry tile base

WALL

CT	Ceramic Tile
	CT-2 Glazed ceramic tile
PNT	Paint
VWC	Vinyl Wallcovering
	VWC-1 Type I, 13 oz., vinyl fabric wall covering
	VWC-2 Type II, 21 oz., vinyl fabric wall covering
RS	Resilient Sheet Wallcovering
	RS Semi-rigid vinyl/acrylic alloy wall covering
PLM	Plastic Laminate

CEILING

CON	Exposed cast-place or pre-cast structural concrete ceiling
GB	Gypsum board Ceiling
AM	Acoustical Material
AM	Acoustical lay in grid panels, mineral fiber construction
MS	Metal Security Ceilings
	MS 14 gauge steel plates with internal stiffeners or metal pan, fire rated, sound deadened, vandal proof factory finish
PNT	Paint

SPACE TYPE:

O	Open Area (Workstation)
P	Private Area (Hardwalled)
SP	Semi-Private Area (Workstation with high partitions and door.)

ROOM FINISH SCHEDULE

UNITED STATES DEPARTMENT OF JUSTICE SPACE ALLOCATION STANDARDS FOR DISTRICT AND SUB OFFICES

DESIGN:		FLOOR:		WALLS:	CEILING:			SPACE TYPE:
NO.	ROOM NAME	MAT'L	BASE	WALL	MAT'L	FIN.	HEIGHT	
APPENDIX A WORKSTATIONS								
A	DISTRICT DIRECTOR	CPT-2	RB	VWC-1	AM	--	9'-0"	P
B	DEPUTY DISTRICT DIRECTOR	CPT-2	RB	VWC-1	AM	--	9'-0"	P
	ASSISTANT DISTRICT DIRECTOR (ADMIN., EXAM, D&D, INV., RECORDS & INFO.)	CPT-2	RB	VWC-1	AM	--	9'-0"	P
B	OFFICER IN CHARGE	CPT-2	RB	VWC-1	AM	--	9'-0"	
B	SUPERVISORY ATTORNEY/DIST. COUNSEL	CPT-2	RB	VWC-1	AM	--	9'-0"	P
B	ASSISTANT OFFICER IN CHARGE (AOIC)	CPT-2	RB	VWC-1	AM	--	9'-0"	P
C	ADMINISTRATIVE OFFICER	CPT-1	RB	PNT	AM	--	9'-0"	P
C	ATTORNEY	CPT-1	RB	PNT	AM	--	9'-0"	P
C	DEPORTATION OFFICER	CPT-1	RB	PNT	AM	--	9'-0"	P
C	DISTRICT ADJUDICATION OFFICER	CPT-1	RB	PNT	AM	--	9'-0"	P
C	EEO OFFICER (FULL TIME)	CPT-1	RB	PNT	AM	--	9'-0"	P
C	EOIR JUDGE	CPT-1	RB	PNT	AM	--	9'-0"	P
C	SECURITY OFFICER	CPT-1	RB	PNT	AM	--	9'-0"	P
C	SPECIAL PROJECTS OFFICER (SPO)	CPT-2	RB	VWC-1	AM	--	9'-0"	P
C	SPO PUBLIC AFFAIRS OFFICER/PUBLIC INFORMATION OFFICER (FULL TIME)	CPT-2	RB	VWC-1	AM	--	9'-0"	P
C	SPO SPECIAL ASSISTANT	CPT-1	RB	PNT	AM	--	9'-0"	P
C	SPO COMMUNITY RELATIONS OFFICER	CPT-1	RB	PNT	AM	--	9'-0"	P
C	SPO CONGRESSIONAL LIAISON OFFICER	CPT-1	RB	PNT	AM	--	9'-0"	P
C	SUPERVISORY GS-13 OR ABOVE	CPT-1	RB	PNT	AM	--	9'-0"	P
D	PARALEGAL SPECIALIST	CPT-1	RB	PNT	AM	--	9'-0"	P
D	RECORDS OFFICER	CPT-1	RB	PNT	AM	--	9'-0"	P
D	SUPERVISORY GS-10 TO GS-12	CPT-1	RB	PNT	AM	--	9'-0"	P
E	EEO OFFICER (COLLATERAL DUTY)	CPT-1	RB	PNT	AM	--	9'-0"	SP
E	LEGAL TECHNICIAN	CPT-1	RB	PNT	AM	--	9'-0"	SP
D1	SUPERVISOR: GS-9 OR BELOW	CPT-1	RB	PNT	AM	--	9'-0"	SP
E	PERSONNEL SPECIALIST/OFFICER	CPT-1	RB	PNT	AM	--	9'-0"	SP
F	ACCOUNTING TECHNICIAN	CPT-1	RB	PNT	AM	--	9'-0"	O
F	COMPUTER ANALYST	CPT-1	RB	PNT	AM	--	9'-0"	O
F	EOIR CLERK	CPT-1	RB	PNT	AM	--	9'-0"	O

DESIGN NO.	ROOM NAME	FLOOR MATL	BASE	WALLS ALL	CEILING MATL	FIN	HEIGHT	SPACE TYPE
APPENDIX A WORKSTATIONS (CONT)								
F	CONTRACTING OFFICER	CPT-1	RB	PNT	AM	--	9'-0"	O
F	LEGAL ASSISTANT	CPT-1	RB	PNT	AM	--	9'-0"	O
F	PROFESSIONAL FACILITY MANAGEMENT POSITION	CPT-1	RB	PNT	AM	--	9'-0"	O
F	PROGRAM ANALYST (INV., DDP, EXAM)/MGMT. ASST.	CPT-1	RB	PNT	AM	--	9'-0"	O
F	PURCHASING AGENT	CPT-1	RB	PNT	AM	--	9'-0"	O
F	MANAGEMENT ANALYST	CPT-1	RB	PNT	AM	--	9'-0"	O
F	STAFFING ASSISTANT	CPT-1	RB	PNT	AM	--	9'-0"	O
F	SECRETARY (DISTRICT COUNSEL)	CPT-1	RB	PNT	AM	--	9'-0"	O
F	CRIMINAL INVESTIGATOR/SPECIAL AGENT	CPT-1	RB	PNT	AM	--	9'-0"	O
G	CLERKS (ALL)	CPT-1	RB	PNT	AM	--	9'-0"	O
G	DETENTION ENFORCEMENT OFFICER	CPT-1	RB	PNT	AM	--	9'-0"	O
G	INSPECTOR	CPT-1	RB	PNT	AM	--	9'-0"	O
G	INTERPRETER	CPT-1	RB	PNT	AM	--	9'-0"	O
G	INVESTIGATIVE ASSISTANT	CPT-1	RB	PNT	AM	--	9'-0"	O
G	RECORDS TECHNICIAN	CPT-1	RB	PNT	AM	--	9'-0"	O
G	SECRETARY (DIRECTOR/EXAMS)	CPT-1	RB	PNT	AM	--	9'-0"	O
G	STATUS VERIFIER	CPT-1	RB	PNT	AM	--	9'-0"	O
G	IMMIGRATION INFO. OFFICER	CPT-1	RB	PNT	AM	--	9'-0"	O
APPENDIX B SUPPORT AREA								
1	RECEPTION (DIRECTOR)	CPT-2	RB	VWC-1	AM	--	9'-0"	P
2	RECEPTION (ADMIN)	CPT-1	RB	PNT	AM	--	9'-0"	P
3	COPIER/STORAGE	VCT-1	RB	PNT	AM	--	9'-0"	P
4	STORAGE COMPONENTS	--	--	--	--	--	--	--
5	SUPPLY ROOM	VCT-1	RB	PNT	AM	--	9'-0"	P
6	ADP/SUPPORT WORKSTATION-JOINT USE	CPT-1	RB	PNT	AM	--	9'-0"	O
7	COMPUTER STORAGE ROOM	VCT-1	RB	PNT	AM	--	9'-0"	P
8	ADMINISTRATION CONFERENCE ROOM	CPT-1	RB	PNT	AM	--	9'-0"	P
9	A-FILE ROOM/LITIGATION FILING RM.	VCT-1	RB	PNT	AM	--	9'-0" MIN.	P
10	PUBLIC WAITING ROOM	VCT-1	RB	RS	AM	--	9'-0"	P
11	VOLAG ROOM	CPT-1	RB	PNT	AM	--	9'-0"	P
12	PHOTO PRINT AREA	VCT-1	RB	PNT	AM	--	9'-0"	P
13	PUBLIC READING ROOM	CPT-1	RB	PNT	AM	--	9'-0"	P
14	APSO INTERVIEW ROOM	CPT-1	RB	PNT	AM	--	9'-0"	P
14	FOIA INTERVIEW ROOM	CPT-1	RB	PNT	AM	--	9'-0"	P
15	PUBLIC CONTACT COUNTER	CPT-1	RB	PNT	AM	--	9'-0"	O
16	CASHIER'S/ACCOUNTING ROOM	CPT-1	RB	PNT	AM	--	9'-0"	P
17	CITIZENSHIP WAITING ROOM	CPT-1	RB	RS	AM	--	9'-0"	P
18	VISITOR WAITING ROOM (EXAMS)	CPT-1	RB	PNT	AM	--	9'-0"	P

DESIGN NO.	ROOM NAME	FLOOR		WALLS		CEILING		SPACE TYPE
		MAT'L	BASE	ALL	MAT'L	FIN	HEIGHT	

APPENDIX B SUPPORT AREA (CONT.)

19	TECHNICAL EQUIPMENT ROOM	VCT-1	RB	PNT	AM	--	9'-0"	P
20	PROPERTY STORAGE (ALIENS)	VCT-1	RB	PNT	AM	--	9'-0"	P
21	ENFORCEMENT MULTIPURPOSE ROOM	CPT-1	RB	PNT	AM	--	9'-0"	P
22	RECEPTION (INV., DC, AND DDP)	CPT-1	RB	PNT	AM	--	9'-0"	P
23	COMMUNICATIONS CENTER	CPT-1	RB	PNT	AM	--	9'-0"	P
24	INTERVIEW ROOM (INV. DET. AND DEP.)	CPT-1	RB	PNT	AM	--	9'-0"	P
25	LAW LIBRARY (DIST. COUNSEL)	CPT-1	RB	PNT	AM	--	9'-0"	P
26	PHYSICAL FITNESS ROOM	CPT-1	RB	PNT	AM	--	9'-0"	P
27	MAIL ROOM	VCT-1	RB	PNT	AM	--	9'-0"	P
28	AUDIO/VISUAL STORAGE	VCT-1	RB	PNT	AM	--	9'-0"	P
29	ALIEN PROCESSING ROOM	VCT-1	RB	PNT	MS	PNT	9'-0"	P
30	CLASSIFIED FILE ROOM	VCT-1	RB	PNT	MS	PNT	9'-0"	P
31	CONFERENCE ROOM (JOINT USE)	CPT-2	RB	VWC-1	AM	--	9'-0"	P
32	DUTY OFFICER ROOM (INV.)	CPT-1	RB	PNT	AM	--	9'-0"	P
33	NOT USED	--	--	--	--	--	--	--
34	SECURITY SCREENING	VCT-1	RB	PNT	AM	--	9'-0"	O

APPENDIX C ADMINISTRATIVE SUPPORT AREA

S-1	CONFERENCE ROOM (DIRECTOR)	CPT-1	RB	VWC-1	AM	--	9'-0"	P
S-2	SERVER/TELECOMMUNICATIONS ROOM	VCT-3	RB	PNT	AM	--	9'-0"	P
S-3	VISITOR RESTROOMS	CT-1	CT-1	VWC-1/CT-2	GB	PNT	9'-0"	P
S-4	EVIDENCE/SECURE DOCUMENT STORAGE	VCT-1	RB	PNT	AM	--	9'-0"	P
S-5	LOADING DOCK	CS	--	PNT	--	--	--	P
S-6	MALE/FEMALE HOLD ROOMS	VCT-	RB	PNT	MS	PNT	9'-0"	P
S-7	SERVICE AREA	--	--	--	--	--	--	P
S-8	SEGREGATED HOLD ROOM	VCT-1	RB	PNT	MS	PNT	9'-0"	P
S-9	TITLE III ROOM	VCT-1	RB	PNT	AM	--	9'-0" MIN.	P
S-10	VISITORS BOOTH	VCT-1	RB	PNT	MS	PNT	9'-0"	P
S-11	EOIR HEARING ROOMS	CPT-1	RB	PNT	AM	--	9'-0"	P
S-12	WEAPONS VAULT/AMM. STORAGE	VCT-1	RB	PNT	AM	--	9'-0"	P
S-13	CONFERENCE ROOM (DC)	CPT-1	RB	PNT	AM	--	9'-0"	P
S-14	TRIAGE	VCT-1	RB	PNT	AM	--	9'-0"	O
S-15	MENS/WOMENS' LOCKER ROOM	CT-1	CT-1	PNT	GB	PNT	9'-0"	P
S-16	BREAK ROOM	VCT-1	RB	PNT	AM	--	9'-0"	P
S-17	CONFERENCE/TRAINING ROOM	CPT-1	RB	VWC	AM	--	9'-0"	P
S-18	REMOTE WIRING CLOSET/ TELEPHONE ROOM	VCT-3	RB	PNT	AM	--	9'-0"	P
S-19	SALLYPORT	CS	--	PNT	CON	PNT	--	P
S-20	BULK STORAGE	CS	--	PNT	AM	--	9'-0" MIN.	P
S-21	ENFORCEMENT RADIO ROOM	VCT-3	RB	PNT	AM	--	9'-0"	P

APPENDIX I

IMMIGRATION AND NATURALIZATION SERVICE
UNITED STATES DEPARTMENT OF JUSTICE

DOOR AND HARDWARE SCHEDULE

FACILITIES AND ENGINEERING BRANCH

DOOR SCHEDULE

INS SPACE ALLOCATION STANDARDS

PART 1 - GENERAL

1.01 DESCRIPTION

A. Abbreviations:

1. ALUM: Aluminum.
2. HM: Hollow metal.
3. HW: Hardware set.
4. LBL: Fire-rating in minutes.
5. MATL: Material.
6. PNT: Paint.
7. PR: Pair.
8. TYPE: Door or frame type as indicated on drawings.
9. WD: Wood.
10. STL: Steel.
11. GALV: Galvanized.
12. CAHW: Control access hardware (keyless entry).
13. SGL: Single.

B. General notes:

1. Dimensions given are door clear opening exclusive of stops; doors may be undercut a maximum dimension allowed by fire code.
2. All doors are 1-3/4 IN thick unless otherwise noted.
3. All door/frame assemblies are minimum minute label noted.
4. All WD doors are solid core wood doors.
5. All HM doors and frames are painted.
6. Fire ratings and exit devices to be provided per the applicable building code.

C. Door types:

1. Type A: Solid (no glass).
2. Type B: Solid with vision panel.
3. Type C: Detention/Hold Room - Refer Hold Room Standards.
4. Type D: Aluminum/glass storefront type door.
5. Type E: Dutch door.
6. Type F: Steel-overhead coiling door.
7. Type G: Dutch door.

D. Frame types:

1. Type 1: Standard 2 IN face HMF with regular stops.
2. Type 2: Detention hollow metal, DHM, refer to Hold Room Standards.
3. Type 3: Aluminum storefront type.
4. Type 4: Standard 2 IN face HMF with sidelite.

DOOR SCHEDULE

UNITED STATES DEPARTMENT OF JUSTICE SPACE ALLOCATION STANDARDS FOR DISTRICT AND SUB OFFICES

DESIGN		HDW SET HW	DOOR		CEILING		FRAME		PR/	REMARK
NO.	DOOR/ROOM NAME		WIDTH	HEIGHT	MAT'L	TYPE	MAT'L	TYPE	SGL	
APPENDIX A WORKSTATIONS										
A	DISTRICT DIRECTOR	01	3'-0'	7'-0"	WD	A	HM	1	SGL	
B	DEPUTY DISTRICT DIRECTOR	01	3'-0'	7'-0"	WD	A	HM	1	SGL	
B	ASST. DISTRICT DIRECTOR (ADMIN. EXAM, DET. AND DEP. INV. RECORDS & INFO)	01	3'-0'	7'-0"	WD	A	HM	1	SGL	
B	OFFICER IN CHARGE	01	3'-0'	7'-0"	WD	A	HM	1	SGL	
B	SUPERVISORY ATTORNEY/DIST. COUNSEL	01	3'-0'	7'-0"	WD	A	HM	1	SGL	
B	DEPUTY ASSISTANT DIRECTOR	01	3'-0'	7'-0"	WD	A	HM	1	SGL	
C	ASSISTANT OFFICER IN CHARGE (AOIC)	01	3'-0'	7'-0"	WD	A	HM	1	SGL	
C	ADMINISTRATION OFFICER	02	3'-0'	7'-0"	WD	A	HM	1	SGL	
C	ATTORNEY	01	3'-0'	7'-0"	WD	A	HM	1	SGL	
C	DAO OFFICER	02	3'-0'	7'-0"	WD	A	HM	1	SGL	
C	DEPORTATION OFFICER	02	3'-0'	7'-0"	WD	A	HM	4	SGL	
C	DISTRICT ADJUDICATION OFFICER	01	3'-0'	7'-0"	WD	A	HM	4	SGL	
C	EEO OFFICER (FULL TIME)	02	3'-0'	7'-0"	WD	A	HM	1	SGL	
C	EOIR JUDGE	02	3'-0'	7'-0"	WD	A	HM	1	SGL	
C	SECURITY OFFICER	02	3'-0'	7'-0"	WD	A	HM	1	SGL	
C	SPECIAL PROJECTS OFFICER (SPO)	02	3'-0'	7'-0"	WD	A	HM	1	SGL	
C	SPO PUBLIC AFFAIRS OFFICER/PUBLIC INFORMATION OFFICER (FULL TIME)	02	3'-0'	7'-0"	WD	A	HM	1	SGL	
C	SPO SPECIAL ASSISTANT	02	3'-0'	7'-0"	WD	A	HM	1	SGL	
C	SPO COMMUNITY RELATIONS OFFICER	02	3'-0'	7'-0"	WD	A	HM	1	SGL	
C	SPO CONGRESSIONAL LIAISON OFFICER	02	3'-0'	7'-0"	WD	A	HM	1	SGL	
C	SUPERVISORY GS-13 OR ABOVE	02	3'-0'	7'-0"	WD	A	HM	1	SGL	
D	PARALEGAL SPECIALIST	02	3'-0'	7'-0"	WD	A	HM	1	SGL	
D	RECORDS OFFICER (REC. & INFO)	02	3'-0'	7'-0"	WD	A	HM	1	SGL	
D	SUPV. GS-10 TO GS-12	02	3'-0'	7'-0"	WD	A	HM	1	SGL	
D1	SUPV. GS-9 AND BELOW	NA	NA	NA	NA	NA	NA	NA	NA	
E	EEO OFFICER (COLLATERAL DUTY)	NA	NA	NA	NA	NA	NA	NA	NA	
E	LEGAL TECHNICIAN	NA	NA	NA	NA	NA	NA	NA	NA	
E	MAIL & FILE SUPERVISOR	NA	NA	NA	NA	NA	NA	NA	NA	
E	PERSONNEL SPECIALIST/OFFICER	NA	NA	NA	NA	NA	NA	NA	NA	
F	ACCOUNTING TECHNICIAN	NA	NA	NA	NA	NA	NA	NA	NA	

* LOCKSET AND DOOR BY FURNITURE VENDOR

DESIGN NO.	DOOR/ROOM NAME	HDW SET HW	DOOR		CEILING	FRAME		PR/ SGL	REMARK	
			WIDTH	HEIGHT	MAT'L	TYPE	MAT'L			TYPE
APPENDIX A WORKSTATIONS										
F	COMPUTER ANALYST	NA	NA	NA	NA	NA	NA	NA	NA	
F	CONTRACTING OFFICER	NA	NA	NA	NA	NA	NA	NA	NA	
F	EOIR CLERK	NA	NA	NA	NA	NA	NA	NA	NA	
F	LEGAL ASSISTANT	NA	NA	NA	NA	NA	NA	NA	NA	
F	PROFESSIONAL FACILITY MANAGEMENT POSITION	NA	NA	NA	NA	NA	NA	NA	NA	
F	PROGRAM ANALYST (INV, DDP, EXAM)/ MANAGEMENT ASSISTANT	NA	NA	NA	NA	NA	NA	NA	NA	
F	MANAGEMENT ANALYST	NA	NA	NA	NA	NA	NA	NA	NA	
F	STAFFING ASSISTANT	NA	NA	NA	NA	NA	NA	NA	NA	
F	SECRETARY (DIST. COUNSEL)	NA	NA	NA	NA	NA	NA	NA	NA	
G	CLERKS (ALL)	NA	NA	NA	NA	NA	NA	NA	NA	
F	CRIMINAL INVESTIGATOR/SPECIAL AGENT	NA	NA	NA	NA	NA	NA	NA	NA	
G	DETENTION ENFORCEMENT OFFICER	NA	NA	NA	NA	NA	NA	NA	NA	
G	INSPECTOR	NA	NA	NA	NA	NA	NA	NA	NA	
G	INTERPRETER	NA	NA	NA	NA	NA	NA	NA	NA	
G	INVESTIGATIVE ASSISTANT	NA	NA	NA	NA	NA	NA	NA	NA	
G	RECORDS TECHNICIAN	NA	NA	NA	NA	NA	NA	NA	NA	
G	SECRETARY (DIRECTOR/ EXAM)	NA	NA	NA	NA	NA	NA	NA	NA	
G	STATUS VERIFIER	NA	NA	NA	NA	NA	NA	NA	NA	
G	IMMIGRATION INFO. OFFICER	NA	NA	NA	NA	NA	NA	NA	NA	
APPENDIX B SUPPORT AREA										
1	RECEPTION (DIRECTOR)	10A	6'-0"	7'-0"	ALUM	D	AL	3	PR	
2	RECEPTION (ADMIN)	10	3'-0'	7'-0"	WD	A	HM	1	SGL	
3	COPIER/STORAGE	02	3'-0'	7'-0"	WD	A	HM	1	SGL	
4	STORAGE FURNISHINGS	NA	NA	NA	NA	NA	NA	NA	NA	
5	SUPPLY ROOM	01	3'-0'	7'-0"	WD	A	HM	1	SGL	
6	ADP/SUPPORT WORKSTATION-JOINT USE	NA	NA	NA	NA	NA	NA	NA	NA	
7	COMPUTER STORAGE ROOM	01	3'-0'	7'-0"	WD	A	HM	1	SGL	
8	ADMINISTRATION CONFERENCE ROOM	01	3'-0'	7'-0"	WD	A	HM	1	SGL	
9	A-FILE ROOM/LITIGATION FILING ROOM	01	3'-0'	7'-0"	WD	A	HM	1	SGL	
10	PUBLIC WAITING ROOM	10A	3'-0'	7'-0"	ALUM	D	AL	3	PR	
11	VOLAG ROOM	02	3'-0'	7'-0"	WD	A	HM	1	SGL	
12	PHOTO PRINT AREA	02	3'-0'	7'-0"	WD	A	HM	1	SGL	
13	PUBLIC READING ROOM	02	3'-0'	7'-0"	WD	A	HM	4	SGL	
14	APSO INTERVIEW ROOM	05	3'-0'	7'-0"	WD	A	HM	4	SGL	
14	FOIA INTERVIEW ROOM	03	3'-0'	7'-0"	WD	A	HM	4	SGL	
15	PUBLIC CONTACT COUNTER	NA	NA	NA	NA	NA	NA	NA	NA	
16	CASHIER/ACCOUNTING ROOM	05	3'-0'	7'-0"	WD	A	HM	1	SGL	
17	CITIZENSHIP WAITING ROOM	10A	3'-0'	7'-0"	ALUM	D	HL	3	PR	

DESIGN NO.	DOOR/ROOM NAME	HDW SET HW	WIDTH	HEIGHT	DOOR MATL	CEILING TYPE	FRAME MATL	TYPE	PR SGL	REMARK
------------	----------------	------------	-------	--------	-----------	--------------	------------	------	--------	--------

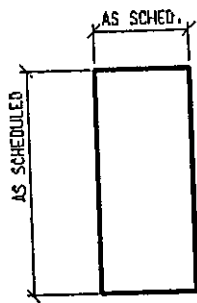
APPENDIX B SUPPORT AREA

18	VISITOR WAITING ROOM (EXAMS)	04	3'-0"	7'-0"	WD	A	HM	1	SGL	
19	TECHNICAL EQUIPMENT ROOM	08	3'-0"	7'-0"	WD	A	HM	7	SGL	
20	PROPERTY STORAGE (ALIENS)	08	3'-0"	7'-0"	WD	A	HM	1	SGL	
21	MULTIPURPOSE ENFORCEMENT ROOM	01	3'-0"	7'-0"	WD	A	HM	1	SGL	
22	RECEPTION (INV., DC, AND DDP)	04	3'-0"	7'-0"	WD	B	HM	1	SGL	
23	COMMUNICATIONS CENTER	06	3'-0"	7'-0"	WD	A	HM	1	SGL	
24	INTERVIEW ROOM (INV. DET. AND DEP.)	03	3'-0"	7'-0"	WD	A	HM	4	SGL	
25	LAW LIBRARY (DIST. COUNSEL)	01	3'-0"	7'-0"	WD	A	HM	1	SGL	
26	PHYSICAL FITNESS ROOM	06	3'-0"	7'-0"	WD	A	HM	1	SGL	
27	MAIL ROOM	09	3'-0"	7'-0"	WD	E	HM	4	SGL	
28	AUDIOVISUAL STORAGE	01	3'-0"	7'-0"	WD	A	HM	1	SGL	
28	ALIEN PROCESSING ROOM	11	3'-0"	7'-0"	HM	C	HM	2	SGL	
30	CLASSIFIED FILE ROOM	06	3'-0"	7'-0"	WD	A	HM	1	SGL	U.L. 45 MIN.
31	CONFERENCE ROOM (JOINT USE)	03	3'-0"	7'-0"	WD	A	HM	1	SGL	
32	DUTY OFFICER ROOM (INV.)	02	3'-0"	7'-0"	WD	A	HM	1	SGL	
33	NOT USED	--	--	--	--	--	--	--	--	
34	SECURITY SCREENING	NA	NA	NA	NA	NA	NA	NA	NA	

APPENDIX C ADMINISTRATIVE SUPPORT AREA

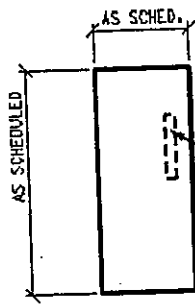
S-1	CONFERENCE ROOM (DIRECTOR)	03	3'-0"	7'-0"	WD	A	HM	1	SGL	
S-2	COMPUTER/TELECOMMUNICATIONS ROOM	06	3'-0"	7'-0"	WD	A	HM	1	SGL	
S-3	VISITOR RESTROOMS	07	3'-0"	7'-0"	WD	A	HM	1	SGL	
S-4	EVIDENCE/SECURE DOCUMENT STORAGE	06	3'-0"	7'-0"	WD	A	HM	1	SGL	U.L. 45 MIN.
S-5	LOADING DOCK	12	*	*	STL	F	HM	1	PR	*VARIES
S-6	MALE/FEMALE HOLD ROOMS	11	3'-0"	7'-0"	HM	C	HM	2	SGL	
S-7	SERVICE AREA	--	--	--	--	--	--	--	--	
S-8	SEGREGATION HOLD ROOM	11	3'-0"	7'-0"	HM	C	HM	2	SGL	
S-9	TITLE III ROOM	06	3'-0"	7'-0"	HM	A	HM	2	SGL	
S-10	VISITORS BOOTH	11	3'-0"	7'-0"	HM	C	HM	2	SGL	
S-11	EOIR HEARING ROOMS	01	3'-0"	7'-0"	WD	A	HM	1	SGL	
S-12	WEAPONS VAULT/AMM. STORAGE	08	3'-0"	7'-0"	HM	G	HM	1	SGL	
S-13	CONFERENCE ROOM (DC)	03	3'-0"	7'-0"	WD	A	HM	1	SGL	
S-14	TRIAGE	NA	NA	NA	NA	NA	NA	NA	NA	
S-15	MENS/WOMENS' LOCKER ROOM	07A	3'-0"	7'-0"	WD	A	HM	1	SGL	
S-16	BREAK ROOM	01	3'-0"	7'-0"	WD	A	HM	1	SGL	
S-17	CONFERENCE/TRAINING ROOM	01	3'-0"	7'-0"	WD	A	HM	1	SGL	
S-18	REMOTE WIRING/TELEPHONE CLOSET	01	3'-0"	7'-0"	WD	A	HM	1	SGL	
S-19	SALLYPORT	12	*	*	STL	F			SGL	VARIES
S-20	BULK STORAGE	01A	3'-0"	7'-0"	WD	A	HM	1	PR	
S-21	ENFORCEMENT RADIO ROOM	01	3'-0"	7'-0"	WD	A	HM	1	SGL	

DOOR TYPES



A

SOLID CORE
WOOD DOOR



B

SOLID CORE WOOD DOOR
WITH VISION PANEL

VISION PANEL
WHERE SCHED.
SEE REMARKS



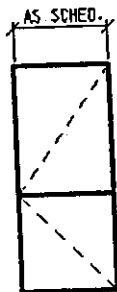
C

DETENTION
HOLLOW METAL



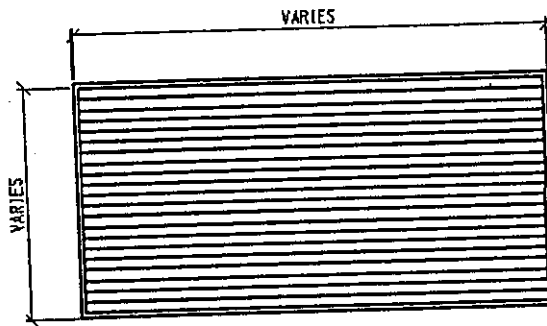
D

ALUMINUM/
GLASS



E

DUTCH
DOOR



F

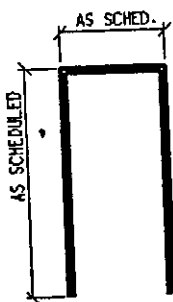
OVERHEAD
COILING DOOR



G

HOLLOW
METAL

FRAME TYPES



1

HOLLOW
METAL



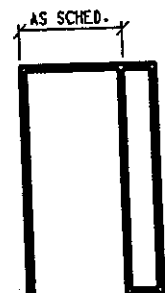
2

DETENTION
HOLLOW METAL



3

ALUMINUM



4

HOLLOW METAL
WITH SIDELIGHT

HARDWARE SCHEDULE

INS SPACE ALLOCATION STANDARDS

HARDWARE SETS

01

Mortised Lockset, Commercial Grade
Hinges
Silencer (As Required)
Closer (As Required)
Stop (As Required)

01A

Mortised Lockset, Commercial Grade
Hinges
Silencer (As Required)
Closer (As Required)
Stop (As Required)
Flushbolt at Inactive Leaf

02

Lockset
Hinges
Silencer (As Required)
Closer (As Required)
Stop (As Required)

03

Passage Set
Hinges
Silencer
Closer
Stop

04

Electronic Lock with Pushbutton
Hinges
Silencer (As Required)
Closer (As Required)
Stop (As Required)

05

Keyless Entry
Emergency Access Hardware
Stop (As Required)

06

Keyless Entry
Hinges
Stop (As Required)
Closer (As Required)
Silencers (As Required)
Specifications

07

Push/Pull
Closer
Hinges
Stop
Silencers

07A

Push/Pull
Closer
Hinges
Stop
Silencers
Keyless Entry

08

Deadbolt
Mortised Lockset
Hinges
Silencer (As Required)
Closer (As Required)
Stop (As Required)

09

Mortised Lockset, Commercial Grade
(Bottom only)
Hinges (Top and Bottom)
Flushbolt (Top Only)
Stop (Top and Bottom)

10

Mortised Lockset, Commercial Grade
Electronic Lock with Pushbutton
Push/Pull
Closer
Silencers
Hinges

10A

Mortised Lockset, Commercial Grade
Flushbolt at Inactive leaf
Push/Pull
Closer
Silencers
Hinges

11

See Hold Room/No Contact Visitation

12

Cylinder only, remainder of hardware by door manufacturer

SPECIAL REQUIREMENTS FOR
IMMIGRATION AND CUSTOMS ENFORCEMENT
DETENTION AND REMOVAL OFFICE
AND
OFFICE OF INVESTIGATION
PROVIDENCE, RHODE ISLAND

GENERAL REQUIREMENTS: The Logistic Center Indianapolis (LC-Indy) shall be supplied with as-built drawings. If available, furnish ICE with as-built drawing in AutoCAD (latest release) on a 3-1/2 inch computer disc or CD. Lump-sum items shall remain the property of the U.S. Bureau of Immigration and Customs Enforcement (ICE). The LC-Indy reserves the right to add or to delete lump-sum items at time of layout.

It shall be the Contractor's responsibility to see that the equipment (including Government furnished equipment) is installed to manufacturer's specifications and that the correct power is supplied to each different type of equipment. In the event that the Contractor's employees damage Government furnished equipment, the Government reserves the right to replace the damaged equipment and deduct appropriate amount from the contractor's cost.

The Contractor shall verify all site conditions before starting any portion of the work under these specifications. Any problem should be reported immediately to the Contracting Officer's Representative.

SPACE REQUIREMENTS: Approximately 19,687 net usable square feet of space is requested.

LEASE TERM: The lease shall be for ten (10) years, five (5) years firm.

LOCATION: Where possible, ICE space should be located on the ground level and/or contiguous floors if more than one floor must be used (Exception: General Storage Areas). In a multi-tenant building, there must be separate public and secure entrances to the space. ICE reserves the right to suitability of other tenants and reject a building if tenant would compromise ongoing investigations.

EMPLOYEES: Personnel for this office are anticipated to be: 1- Resident Agent in Charge; 2- Supervisory Deportation Officers; 4- Deportation Officers; 8- Immigration Enforcement Agents; 8- Criminal Investigators; 4- Task Force Officers; 1- Intel Research Officer; 1- Mission Support Specialist; and 4- Deportation Assistance for a total of thirty-three (33) employees.

CONTIGUOUS SPACE: The space must be located in one contiguous block, without being split by a public corridor.

BUILDING ACCESS: ICE employees will require twenty-four (24) hour access, seven (7) days a week.

PARKING: This office will require twenty-three (23) inside secured parking spaces for Government vehicles. Available parking for staff must be within one (1) block of the office space.

CUSTODIAL SERVICE: Daytime cleaning is a requirement in all ICE District and sub offices. Cleaning and Maintenance services are to be in accordance with the terms and conditions set forth in the GSA Solicitation for Offers and the Lease Contract.

UTILITIES: Utilities shall be provided for an eleven-hour (11) daily basis, Monday through Friday. Overtime HVAC shall be provided on a twenty-four-hour (24) basis for the LAN/Computer Room, to be included in the negotiated rental rate for the office. Overtime utilities for the office space (over eleven-hours (11) period) shall be provided on an as-needed basis.

PLUMBING: ICE requires daily access to both hot and cold running water for all sink units within the office space. Handicap accessible plumbing facilities shall be provided in accordance with The Uniform Federal Accessibility Standards (FED-STD-795) Latest Edition.

FIRE PROTECTION: Smoke / Heat Detectors, Automatic Sprinkler Systems, and Portable Fire Extinguishers shall protect all spaces. Fire and Alarm Signals must be audible in all areas, including storage rooms. Routine inspection and maintenance of fire protection equipment (including fire extinguishers) shall be the responsibility of the lessor.

TELEPHONE / DATA CABLING: ICE reserves the right to have their contractor install telephone and data cabling. Lessor shall furnish and install wall boxes, conduit, pull-strings, and code-required conduit runs. Voice Communications will require CAT-6 cable. Data communications will require CAT-6 enhanced cable.

SIGNAGE: For this office space, ICE will determine and approve all exterior and/or interior signage.

SUMMARY OF SPECIAL REQUIREMENTS: Space requirements in this package are expressed as net usable square-feet. A circulation factor has been included in the total Primary and Support Space Figures.

LAYOUT: ICE space will be configured to minimize the number of doors leading into the office area from non-ICE spaces consistent with day-to-day operations and fire safety regulations. Office space will be configured with one main entry point. To control cost, secure rooms will be adjacent to one another.

EXTERIOR PERIMETER WALLS: All perimeter walls shall be constructed slab-to-slab. All exterior perimeter walls separating this office from any adjacent public spaces or neighboring non-ICE space shall also be slab-to-slab. Walls must be constructed of solid material such as concrete, brick, metal, gypsum board, wood or other material offering protection against unauthorized entry into the area. If materials other than concrete or brick are used, nine-gauge (9) expanded metal must be affixed to the interior walls. (The expanded metal shall be in an 1 1/2-inches by 2-inches diamond pattern. The expanded metal shall be installed to prevent removal of the expanded metal without leaving visual evidence of tampering. All questions regarding the security of the exterior of the building shall be referred to Federal Protective Service Regional Inspector.

EXTERIOR PERIMETER WINDOWS: All windows that are accessible from the ground level must be fixed pane or lockable windows. Window locks must have positive locking systems that are not susceptible to manipulation from the exterior. The lock must be of a type that requires the user to throw a bolt or latch or to slide a handle to lock or unlock the window. Spring-loaded

latches are not acceptable. During non-duty hours, the windows must be closed and securely fastened.

If any windows must be opened, they shall have stops so they cannot be opened wide enough to permit entry. Consideration should be given to installing two (2) sets of magnetic sensors on each window to allow them to be partially open and yet alarmed. Magnetic contacts should be no less than the "biased" type. These types of contacts provide some type of tampering protection and are not easily bypassed without detection. Glass break detectors are required for any window less than eighteen (18) feet above ground or any window that is less than eighteen (18) feet above a flat roof.

All questions regarding the security of the exterior of the building shall be referred to Federal Protective Service Regional Inspector.

Windows should be tinted to reduce solar glare and to provide for energy efficient uses of resources. Light resistant vertical or horizontal blinds are to be furnished and installed on all exterior windows. Color of blinds will be determined at time of layout and occupancy.

EXTERIOR PERIMETER DOORS: All exterior outward-swinging doors to ICE space shall be equipped with pneumatic door closers; deadbolt locks with a minimum of one-inch (1) throw, and lock guards (metal plate on outside of the locking mechanism to prevent tampering). These doors must be solid core wood or twelve-gauge (12) metal at least 13/4-inch thick. Use of transparent panels and glass doors shall be avoided for safety and security reasons.

Doorframes must be constructed of equal strength as that of door. Door hinge pins on external doors that are outside the office area must be non-removable (peened, pinned or spot welded). All questions regarding the security of the exterior of the building shall be referred to Federal Protective Service Regional Inspector.

EXTERIOR DOOR LOCKS: Keys must be off of the building master key system. Only ICE personnel shall have keyed access to the space. At the time of layout, ICE will specify the number of keys required for each keyed lock. Perimeter locksets will feature; manipulation-resistant, lever-operated, high-security locksets with integral deadbolt lock having a minimum of one-inch (1) throw. All hardware shall be mounted to be resistant to applicable environmental conditions.

INTERIOR DOORS: All interior doors shall be standard doors sizes (solid core wood or hollow core metal), in metal frames, unless otherwise noted in requirements for specific areas or rooms. Hollow core wood doors are not acceptable. Doors requiring combination locks shall be 15/8-inches to 17/8-inches thick.

INTERIOR DOOR LOCKS: Install standard lock sets where specified. Combination locks shall be Simplex L1011 Unican or equivalent. High-security deadbolts shall be Schlage B700 series or equivalent. Locks shall be operated from the egress side without the use of any key, special knowledge or effort.

KEYS: The Lessor shall re-key all locks upon ICE acceptance of space, at Lessor's expense.

INTERIOR PARTITIONS: Office subdividing partitions shall comply with local requirements. Partitioning must be designed to provide a minimum Sound Transmission Coefficient (STC) of 40 (or equivalent to Noise Isolation Class (NIC) of 40) unless specified higher in the requirements by the layout and shall extend to the finish ceiling unless noted otherwise in these requirements.

CEILING: The ceiling shall be acoustical panel system except where otherwise noted in the requirements.

FLOOR LOAD: Prior to leasing the lesser should consult with a structural engineer to verify if existing floor is capable of supporting such loads. The floor should be able to support such loads without having to perform any additional special construction to increase the floor load capacity.

ELECTRICAL REQUIREMENTS: All electrical outlets are to meet National Electrical Code (NEC) commercial grade requirements for twenty-ampere (20-amp) circuits unless otherwise specified. Lessor shall limit six (6) to eight (8) electrical duplex outlets to a circuit to avoid a circuit overload. Ground wire used for chassis grounding must be #10 AWG, or larger, stranded copper wire, from ground bar in telephone room to the nearest building ground. Ground wire used for single-point ground must conform to specifications of the protective device manufacturer.

AIR CONDITIONING: Standard Heating / Ventilation / Air Conditioning (HVAC) shall be provided throughout the office. The Computer/LAN rooms require 24-hour A/C between 60-75 degrees F, with humidity range between 45-55 percent. If possible, the 24-hour HVAC service should be included in the base rent.

SOUND ATTENUATION: A minimum Sound Transmission Coefficient (STC) of forty (40) is required for all rooms. Layout shall determine the extent of the sound conditioning requirements. Perimeter walls along a public corridor and adjacent tenant's space require acoustically treated walls with a minimum of STC-45 slab-to-slab partitioning. Any nine-gauge expanded metal used above the perimeter and other walls shall have to be augmented with other building materials to prevent sound flanking throughout the ceiling plenum to ensure the required STC rating. Layout shall determine the extent of the sound conditioning requirements.

SECURITY SYSTEMS INSTALLATION REQUIREMENTS

GENERAL: The Federal Protective Service (FPS) Regional Officer shall be requested to conduct a security survey of all ICE spaces and security systems including, but not limited to, the placement of the Intrusion Detection System (IDS).

The work to be done hereunder includes the furnishing of all labor, supervision, and equipment (except any specified Government furnished equipment) for the performance of the installation of the work specified and any associated work required as necessary for the completion of the installation hereinafter specified and as may be required, at the location specified.

The contractor shall furnish all incidental materials such as conduit, wire molding, wiring, mounting hardware, etc., which are necessary to complete the installation of the equipment and system.

The installation shall be suitable in every respect for satisfactory operation that will require a minimum amount of maintenance and shall not result in more than average of one unexplained (nuisance) alarm per year, per alarm zone. ICE shall not be responsible for any nuisance alarms during the first 60-days the alarm system is on-line and stabilizing. Any financial obligation to a monitoring system and/or protection service incurred during this initial period due to faulty equipment and/or installation shall be the responsibility of the Contractor.

WORK AND CODE REQUIREMENTS: All workmanship provided by the Contractor shall be in accordance with the best practice of the state-of-the-art of the security systems installation

trade and shall meet all Underwriters' Laboratories (UL) Standards for Safety including UL-681 and UL-611, National Fire Protection Association (NFPA) requirements, National Electrical Code (NEC), and applicable state and local codes. All components shall be of the same manufacturer or recommended by the major system component manufacturer.

Compliance with Manufacturer Specification: It shall be the Contractor's responsibility to see that the equipment (including Government furnished equipment) is installed to manufacturers' specifications and that the correct power is supplied to each different piece of equipment. In the event that the Contractor's employee damages Government owned property, the Government reserves the right to replace such equipment and deduct the appropriate amount from the Contractor's cost.

It shall be the Contractor's responsibility to obtain all the necessary equipment manufacturers' installation specification and drawings (including those for Government furnished equipment) to complete all installation and contract work. The Government will not furnish any manufacturer's information except that which is included in the contract documents.

VERIFICATION OF SITE-CONDITIONS: The Contractor shall verify all site-conditions before starting any portion of the work under these specifications. Any problems should be reported immediately to the contracting Officer's Representative.

LOCATION OF MOTION DETECTORS: The Contractor shall note that the locations of motion detectors shown on the drawings are the preferred areas of placement. However, the Contractor shall be responsible for the final location of each detector for optimal coverage and stability. The motion detectors shall be placed to avoid false alarm sources. Do not mount the detector in a location where warm air will blow directly on the detector's face. Placement shall avoid background disturbance for the microwave component and heat sources for the infrared component of the detector. The Contractor shall survey the area to be covered and look for sources of disturbances, such as air flow from heating outlets or blowers, curtains or other items that can sway back and forth, exposed fan blades, flickering fluorescent lights, air turbulence, vibration, objects that might change temperature rapidly, ect. The mounting location shall be adjusted accordingly to prevent false alarms from environmental hazards and/or the Contractor shall coordinate with the using Government agency to correct the problem area. In all cases the detector shall be located for optimal detection in the protected area. After installation, each motion detector shall be set-up, walk tested, and adjusted to manufacturer's specification.

Motion detectors shall be installed and adjusted to initiate an alarm when a person walks four (4) consecutive steps at a rate of one-step per second. Such a four-step movement shall constitute a trial and an alarm shall be initiated at every trial made, moving progressively throughout the protective area. The final inspection shall verify adjustment by walk-testing the system to these criteria.

If the secured area has a false ceiling or floor which provides a means for surreptitious entry, then one of the below listed methods should be used to protect that area:

- 1) A separated alarm system covering the area between the false and true ceiling or false and true floor.
- 2) Expanded metal (9-to-11 gauge) partition between the false floor or ceiling and the true floor or ceiling.

All windows should be protected by an alarm system, either adequately covered by volumetric sensors or be individually alarmed. Window alarms include breakage sensors.

MINOR DEVIATIONS (RELOCATIONS): Minor deviations (relocations) in installed mounting locations for minor items, such as motion detectors, switches, ect., may be required prior to final acceptance when site conditions affect the equipments operation, performance, or purpose. Relocation will require only minimal work and/or materials and will be made without additional cost to the Government.

END-OF-LINE RESISTORS: The Contractor shall note that connection of the alarm zone circuit to the alarm panel will require the installation of an end-of-line resistor in each zone circuit. All end-of-line resistors shall be mounted in the alarm-initiating device where the circuit wiring terminates and not at the alarm panel. Where end-of-line resistors are to be mounted at devices that are sealed and have wire leads, the resistor shall be spliced in-line with the leads (splices shall be soldered and covered with heat shrink tubing as specified in these specifications). Resistors shall not be mounted in the alarm control panel.

TAMPER SWITCHES: The Contractor shall install cover-operated tamper switches in each enclosure, cabinet, housing, and junction box, ECT. to actuate an alarm signal before access to equipment within the enclosure is gained. Tamper switch mounting hardware shall be concealed so that the location of the switch cannot be visually detected from the exterior of the enclosure.

ELECTRONIC LINE SUPERVISION: Line supervision is the electronic monitoring of an Intruder Detection System wiring to prevent compromise of the system by interrupting the signal in the wiring, all alarms wiring leaving the controlled area should be equipped with electronic line supervision. Class C supervision or better should be used.

The class C circuit supervisor units provide an alarm response in the enunciator in not more than one-second as a result of the following changes in normal transmission line current:

- 1) Five percent (5%) or more in normal line signal when it consists of direct current from 0.5-milliamperes through 30-milliamperes.
- 2) Ten percent (10%) or more in normal line signal when it consists of direct current from 10-microamperes to 0.5-microamperes.
- 3) Five percent (5%) or more of any components or components in a complex signal upon which the security integrity of the system is dependent. This tolerance will be applied for frequencies up to 100Hz. Component as used in this specification means AC or DC voltage or current, AC phase, or frequency duration.
- 4) Fifteen percent (15%) or more of any component or components in a complex signal upon which the security integrity of the system is dependent. This tolerance will be applied for frequencies up to 100Hz. Component as used in this specification means AC or DC voltage or current, AC phase, or frequency duration.

REMOTE MONITORING: The optimal monitoring location would be at the Federal protective Service (FPS) Mega Center in Philadelphia.

ALARM CONTROL PANEL PROGRAMMING: The Contractor shall be responsible for programming the alarm panel to provide the complete operation and monitoring as specified.

For systems that utilize the digital communication for alarm reporting to GSA-Law Enforcement Regional Control Centers, the Contractor shall request programming information relating to phone numbers, account numbers and any special programming information. The request shall be in writing to the Contracting Officer's Representative two (2) weeks prior to programming the system. In the letter, the Contractor shall provide descriptive information of what is to be reported by the communicator for each zone.

POWER: All alarm systems shall be capable of operating from commercial AC power. In the event of commercial power failure, provisions will be made for automatic switching over to emergency power, and back to commercial power without causing an alarm. A signal will be presented to the monitor location indicating when the system has lost power. When batteries are used for emergency power, they will be maintained at full charge by automatic charging circuit. Emergency power must be capable of operating the system for a minimum of twenty-four (24) hours.

SYSTEM KEYS: The Contractor shall furnish two keys for each lock on the equipment or for each key switch. The Contractor shall exercise every precaution to protect the security of these keys. Upon completion of the work, the keys shall be properly identified, tagged, and delivered to the Contracting Officer's Representative.

System Keys shall be left at the site with the responsible Government agency personnel.

SYSTEM MANUAL AND AS-INSTALLED DRAWINGS: The Contractor shall furnish to the Government four (4) copies of a "System Manual" upon completion of the work. The "System Manual" shall contain all necessary information to enable untrained personnel to operate the system, to enable trained personnel to test and maintain the system, and to include all drawings, schematics, ect., of the system and equipment.

The Contractor shall furnish to the Government As-Installed Drawings of the security system upon completion of work. The contractor shall modify the floor plan drawings furnished under this contract to indicate the as-built conditions of the system as actually installed, including any modification approved during the course of the contract. The drawings shall include a Detail Wiring Diagram of the installed system.

The manual shall be contained in individual covers with the required information divided into sections. The manuals shall be arranged as follows:

- a) The Cover shall be labeled with the location of the system
- b) Section 1 - Shall be marked and contain operating instructions for the system.
- c) Section 2 - Shall be marked and contain instruction on testing and maintaining the system.
- d) Section 3 - Shall be marked and contain As-Installed Drawings and Detailed Wiring Diagrams of the installed system.

Three complete set of system manuals to include all drawings, shall be sent to the Contracting Officer's Technical Representative at the following address:

Immigration and Customs Enforcement
Federal Protective Service Division
Hart Dole Inouye Federal Center
74 W. Washington St. #2-1-6
Battle Creek, Michigan 49017

December 28, 2006

One "System Manual", including drawings, shall be mailed or shipped to the Immigration and Customs Enforcement (ICE) at the following address:

Immigration and Customs Enforcement (ICE)
Attn: Director
Facilities and Engineering
425 I Street NW, Room 1040
Washington, DC 20536

The Leasing and Space Management Branch shall be provided with copies of advertisements, Solicitation for Offers, Lease and any Supplemental Lease Agreements, and as-built drawings. Within thirty-days of completion, the vender shall furnish as-built drawings on a 3 1/2-inch computer floppy disc (or CD) using the most recent version of AutoCAD. Send to the following address:

Customs and Border Protection
Logistic Management
Attn: Thomas Marks
6650 Telecom Drive, Suite 100
Indianapolis, IN 46278

TRAINING: The Contractor shall furnish to the Government personnel, who are to have charge of the system, a minimum of one (1) hour of training on the operation and testing of the system. The training shall be provide by competent instructor(s) on the care, operation, and testing of all parts of the system. Training shall occur on-site using the installed systems.

Competent instructor(s) shall be thoroughly familiar with all parts of the installation and shall be versed in the operating theory as well as practical operation and maintenance work. Instructor will have the necessary educational and interpersonal skills, as well as, proven ability to effectively perform the training.

All training material shall be furnished and supplied by the Contractor.

DETAILED WORK ITEMS:

- Balance magnetic switches shall protect perimeter doors
- The location of the alarm controller unit will be determined at the time of layout. This will require a dedicated circuit.
- There shall be digital keypads at designated entries for arming / disarming the alarm system
- The special Requirements for the Holding Cell include panic alarms to be included in these requirements.
- FPSD: REG-PBS-4PMLS, Sect 16701; USCS: CIS HB 1400-02, 08-89

ICE reserves the right, with permission from the Lessor, to have an intruder detection system installed by the Federal Protective Service Division or other contractor. Choice of system, plans, and components must be reviewed and approved by ICE prior to installation.

ADDITIONAL SECURITY REQUIREMENTS: Space above grade level is preferred for security reasons. Security bars shall be required on all windows with access from the outside (first floor, roofs, ledges, ect.) if such a need is determined at time of market survey.

December 28, 2006

ICE areas will be configured to minimize the number of doors leading into area from non-ICE space consistent with day-to-day operations and fire safety regulations.

Security systems shall have surge protection. Actual details of equipment required will be determined upon site layout of the space.

Those doors used by ICE personnel for ingress/egress on a daily basis during normal working hours shall be equipped with automatic door closers. For safety reasons, use of transparent panels in perimeter doors shall be avoided unless absolutely essential. Glass doors shall be avoided unless absolutely required to conform to the building architecture.

CCTV SYSTEM (GENERAL SCOPE): At a minimum the closed circuit television (CCTV) will monitor the perimeter entrances and reception areas. A digital system shall be used to record CCTV images. CCTV images must be retrievable and operable over the weekends and holidays. The IDS and CCTV systems shall be equipped with an auxiliary power supply for both perimeter and interior security.

ANTENNA: The Lessor shall allow ICE to install a 1-inch conduit from the antenna to ICE office space and install a TV antenna jack at a location to be determined by the local ICE during the time of the actual layout.

Special Requirements
DHS: ICE, DRO, OI
SFO

The following documents are attached hereto and incorporated by reference:

1. Attachment 1 - Special Requirements ICE, DRO and OI pp. D-1 - D-9.
2. Attachment 2 - Space Location Description, ICE, DRO, & OI pp. E-1 - E-20.
3. Attachment 3 - Common Function Space pp.42 - 110.
4. Attachment 4 - Administrative Support Space pp. 112 - 158.
5. Attachment 5 - Interior Room Finish Schedule pp.169 -181.

(b) (6)
(b) (6)